



# HSBC Bank Malaysia Berhad ("HSBC") Specific Terms & Conditions for Commercial Banking

(September 2020 Edition)

## **EFFECTIVE DATE:**

18 SEPTEMBER 2020 for all new customers of HSBC

1 NOVEMBER 2020 for all existing customers of HSBC as of 17 September 2020

These Specific Terms & Conditions:

- are applicable to Commercial Banking accounts opened with, and certain services provided by, HSBC;
- form part of the Services Schedule of the Master Services Agreement under the Generic Terms and Conditions;
- shall be read together with Generic Terms and Conditions.

These Specific Terms and Conditions shall apply to the extent they are not contrary to any laws and regulatory guidelines in Malaysia, including the standards and guidelines issued by Bank Negara Malaysia from time to time (which may be viewed and downloaded from the website of Bank Negara Malaysia at [www.bnm.gov.my](http://www.bnm.gov.my)). Therefore, in exercising HSBC's rights under these terms and conditions, the Bank will observe such laws and regulatory guidelines in Malaysia.

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

Terms and Conditions for other products and services can be found on HSBC's website or will be made available upon request. Please contact your Relationship Manager or the nearest HSBC branch for more details.

Please take time to read and understand these terms and conditions as they are binding on you. You may reach out to your Relationship Manager if you need any clarification.

Thank you for banking with HSBC.

# Specific Terms & Conditions For Commercial Banking

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## ACCOUNTS

### 1. Business Vantage/Current Account

- a. Credit balances do not earn any interest.
- b. The Customer confirms that it has not been reported by any bank to the credit bureau set up by Bank Negara Malaysia, and acknowledges that the Bank has the right to close the account if the Customer is so reported.
- c. The Customer agrees to check that:
  - it has received the correct number of cheque books;
  - each cheque book has the correct number of cheque leaves;
  - account details printed are correct; and
  - to read and carry out all the instructions printed on the inside front cover of the cheque book; and if the Customer fails to do any of it, the Bank shall not be liable for any loss suffered by the Customer.
- d. The Customer agrees that it has the following responsibilities:
  - to keep the cheque book secure and under its sole control at all times, failing which the Bank shall not be liable for any loss suffered by the Customer; and
  - not to write cheques in a way which may allow the cheque to be tampered with or facilitates fraud, and to take precautionary measures such as:
    - using only non-erasable ink (not erasable ballpoint pens, pencils, electronic typewriter or any other instruments);
    - not leaving signed or unsigned cheques unattended;
    - not pre-signing cheques in blank; and
    - destroying completely spoilt cheques.
- e. The Customer agrees not to:
  - write any notations on the face of a cheque, and if any are written, the Bank has the right to ignore the notations without being liable to the Customer;
  - make any changes on a cheque, and the Bank has the right to dishonour and return a cheque which the Bank views as having any changes, even if countersigned by the authorised signatories; and
  - not to issue cheques when there are insufficient funds in the account otherwise penalty charges for returned cheques due to insufficient funds will be charged and debited to the account.
- f. The Customer acknowledges that a stop payment instruction may only be carried out if the cheque has not been presented for payment, and once carried out, cannot be reversed and:
  - the words “stop payment” will be stamped on the cheque;
  - re-presentation of the cheque is not allowed; and
  - handling fees and penalty charges (if the account has insufficient funds for the cheque) will be charged and debited to the account.

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## **1. Business Vantage/Current Account (continued)**

- g. Protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor.

## **2. Term Deposit Account**

- a. Deposits will earn simple interest, unless otherwise stated in writing by the Bank.
- b. Interest at half the contracted rate will be paid on deposits which are withdrawn before maturity date provided it has been placed for more than 3 months. No interest is payable on deposits which are withdrawn before maturity date and placed for 3 months or less. Any payment of interest shall be on the maturity date, or at periodic intervals at the Bank's discretion.
- c. All deposits plus interest earned shall be automatically renewed for the same period on maturity date, unless written instructions from the Customer is received by the Bank beforehand. The Customer has the right to give and/or to amend any instructions up to the maturity date.
- d. If the maturity date falls on a non-banking day, it will be automatically adjusted to the next banking day.
- e. Placement of funds by cheque is subject to clearance of the cheque.
- f. Protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor.

## **FOREIGN CURRENCY ACCOUNTS**

The Customer should first open or have a Ringgit account.

## **3. FOREIGN CURRENCY CURRENT ACCOUNT**

- a. A minimum initial deposit as determined by the Bank is required. Account credit balances do not earn any interest, no cheque book will be issued and no overdrawing is allowed. Cash deposit/withdrawal is not allowed.
- b. For withdrawals/deposits at the counter, the Customer must check the debit/credit transaction advice to ensure that the correct entry has been made, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.
- c. All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to debit the account with the same amount credited earlier if the relevant cheque or monetary instrument is subsequently returned unpaid.
- d. The Customer acknowledges that foreign currency deposits in currency other than USD, GBP, HKD, SGD and EUR will receive value 2 banking days after the date of deposit.
- e. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.

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## **3. FOREIGN CURRENCY CURRENT ACCOUNT (continued)**

- f. The Customer agrees that the operation of the account is subject to the prevailing exchange control regulations, and that if the amount deposited exceeds any limit prescribed by the exchange control regulations:
  - the Bank may debit the account, convert the excess into Ringgit at the Bank's prevailing spot buying rate and credit the Customer's Ringgit account with the Bank; or
  - if the Customer does not have a Ringgit account with the Bank, the Bank shall pay, retain and/or process the excess in such manner as the Bank sees fit.
- g. Protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor.

## **4. Foreign Currency Time Deposit Account**

- a. A minimum initial deposit as determined by the Bank is required. Cash deposit/withdrawal is not allowed.
- b. Deposits will earn simple interest payable at maturity.
- c. Deposits may not be withdrawn before maturity date but if exceptionally allowed, no interest is payable on the deposits and the Customer shall compensate the Bank for the total replacement costs, penalty charge and any loss calculated at prevailing market interest rates.
- d. The Customer acknowledges that foreign currency deposits in currency other than USD, GBP, HKD, SGD and EUR:
  - will receive value 2 banking days after the date of deposit; and
  - written disposal instructions must be received by the Bank 2 banking days before maturity date, otherwise the deposit (plus any interest earned/less interim interest) will be automatically renewed for the same period on maturity date.
- e. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.
- f. Protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor.

## **5. Foreign Currency Call Deposit Account**

- a. A minimum initial deposit as determined by the Bank is required. Cash deposit/withdrawal is not allowed.
- b. Unless otherwise agreed with the Bank in writing, deposits will earn simple interest calculated on a daily basis and payable upon withdrawal subject to any regulatory requirements.
- c. All cheques and other monetary instruments accepted for deposit are credited subject to payment. The Bank reserves the right to debit the account with the same amount credited earlier if the relevant cheque or monetary instrument is subsequently returned unpaid.

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## 5. Foreign Currency Call Deposit Account (continued)

- d. The Customer acknowledges that foreign currency deposits in currency other than USD, GBP, HKD, SGD and EUR:
  - will receive value 2 banking days after the date of deposit;
  - written disposal instructions must be received by the Bank 2 banking days before the required withdrawal date; and
  - written disposal instructions must be received by the Bank 2 banking days before maturity date, otherwise the deposit (excluding interest earned) will be automatically renewed for the same period on maturity date.
- e. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.
- f. The Customer agrees that the operation of the account is subject to the prevailing exchange control regulations, and that if the amount deposited exceeds any limit prescribed by the exchange control regulations:
  - the Bank may debit the account, convert the excess into Ringgit at the Bank's prevailing spot buying rate and credit the Customer's Ringgit account with the Bank; or
  - if the Customer does not have a Ringgit account with the Bank, the Bank shall pay, retain and/or process the excess in such manner as the Bank sees fit.
  - the Bank's ATM Centre (outside office hours) by telephone, followed promptly by a written confirmation.
- g. Protected by Perbadanan Insurans Deposit Malaysia (PIDM) up to RM250,000 for each depositor.

## SERVICES

### 6. Business ATM Card (BAC)

- a. Definitions
  - (i) **"ATM"** means the Bank's automated teller machine and any other automated teller machine operated or owned by other financial institutions which accepts the BAC.
  - (ii) **"ATM Account"** means the account (other than the Primary Account) specified by the Customer for cash withdrawals using the BAC. The ATM Account is to be funded by the Primary Account through the Customer's standing instruction. For security reasons, cheque deposits to the ATM Account are not allowed and will be re-deposited to the Primary Account.
  - (iii) **"Authorised Delegate(s)"** means any person(s) nominated and authorised by the Customer to receive and use the BAC.
  - (iv) **"BAC"** (or "Business ATM Card") means a card issued by the Bank for the purpose of withdrawing cash from the ATMs and includes any replacement card.

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## 6. Business ATM Card (BAC) (continued)

- (v) **"PIN"** means the personal identification number issued by the Bank to an Authorised Delegate for a BAC and includes any replacement number.
  - (vi) **"Primary Account"** means the Customer's main operating account with the Bank, and if so desired by the Customer, can also be the account for cash withdrawals using BAC.
  - (vii) **"Unauthorised Person"** means any person other than the relevant Authorised Delegate.
- b. All Authorised Delegates are agents of the Customer when using BAC, and the Customer will ensure that each Authorised Delegate is aware of and complies with these BAC Terms and Conditions.
- c. The Customer shall be liable for all transactions carried out through BAC whether or not carried out by the Customer or the Authorised Delegates.
- d. The Customer agrees:
- (i) that BAC and/or PIN may be sent to the Customer by courier or registered post (not AR registered) at the Customer's risk and the Bank shall not be liable for any loss suffered by the Customer if it is not in fact received by the Customer;
  - (ii) that BAC and/or PIN may be collected by a person authorised by the Customer, and delivery by the Bank to a person identifying himself as the relevant Authorised Delegate or person authorised to collect the BAC and/or PIN shall be taken as delivery to the Customer and a good discharge to the Bank;
  - (iii) that It is the Customer's responsibility to keep all BAC and PIN secure at all times, and take precautionary measures to prevent any security breaches, such as:
    - Not changing the PIN to a number that is easy to guess or which is a sequence of numbers associated with the account number;
    - Not disclosing the PIN to anyone other than the Authorised Delegate(s), including the Bank's staff;
    - Never writing the PIN on the BAC or account statement or anything that is connected with the Bank;
    - Promptly destroying any advice from the Bank concerning the PIN after receipt; and
    - Informing the Bank immediately if the Customer knows or suspects that Unauthorised Person may have known the PIN.
  - (iv) that BACs are not transferable and shall only be used by the relevant Authorised Delegate;
  - (v) that all transactions carried out using the BAC and PIN shall be taken by the Bank as authorised transactions;

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## 6. Business ATM Card (BAC) (continued)

- (vi) to give the Bank such documents and information on the Authorised Delegates, Primary Account, ATM Account and BACs when requested by the Bank; and
  - (vii) to give full co-operation to the Bank if there is any investigation or legal proceedings relating to the BAC or its use.
- e. The maximum number of BACs per customer is 4. Any BAC that has not been used in a span of 1 year will become invalid, without affecting the rest that are being used. The Customer will have to apply for replacement BAC and replacement charges will be debited to the account for which the replacement BAC is issued.
- f. If a BAC is lost, stolen or used by an Unauthorised Person or a PIN is disclosed to an Unauthorised Person, the Customer shall immediately notify:
- the Manager of the Bank's branch for the Primary Account or ATM Account (during office hours); or
  - the Bank's ATM Centre (outside office hours) by telephone, followed promptly by a written confirmation.

The Bank is not obliged to check that the person making the telephone notification is in fact an authorised representative of the Customer. A telephone notification, once given, cannot be withdrawn and the Bank's record of time of the telephone notification shall be conclusive evidence.

Upon receiving the telephone notification, the Bank will cancel the relevant BAC without waiting for written confirmation. The Customer remains liable for transactions (including transactions which are claimed by the Customer to be unauthorised) carried out before the cancellation of the BAC by the Bank.

- g. In situations other than paragraph (f) above, the Customer must notify the Bank in writing if it requires the Bank to cancel a BAC.
- h. The Bank may at any time with notice to the Customer:
- withdraw, suspend or cancel any BAC; and/or
  - change the daily withdrawal limit for BAC;
- and shall not be liable for any loss suffered by the Customer.
- i. If a BAC is used after it has been withdrawn, suspended or cancelled, it will be automatically withheld by the ATM and not returned to the Customer.
- j. If a BAC is withheld and retained (for reasons other than (i) above) by ATM located:
- within the Bank's premises (including its branches) and not collected after 2 banking days from the date of retention; or
  - outside the Bank's premises,
- it shall be destroyed, and issuance fee shall be charged for the issuance of any replacement BAC.



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## 6. Business ATM Card (BAC) (continued)

- k. All new and/or replacement BACs requested by the Customer shall be issued at the Bank's discretion.
- l. The Bank shall be entitled to charge, and debit the Customer's account with the Bank (including but not limited to the Primary Account or ATM Account) for this purpose, the following:
  - (i) issuance charges for new BAC;
  - (ii) replacement charges for lost, damaged or destroyed BAC;
  - (iii) annual recurring fee; and
  - (iv) other fees and charges the amount of which is stated in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my).
- m. The Customer acknowledges that the credit or debit balance shown on the ATM video screen or any advice slip issued by the ATM may be pending verification and/or clearance and cannot be taken as a conclusive statement of the account balance, given that there may be transactions pending settlement or clearing with other banks/ clearing house. The Customer should refer to their account statements for conclusive statement of the account balance.
- n. All BAC remain the property of the Bank, and must be surrendered and returned to the Bank by the Customer upon the Bank's request or closure of account.
- o. If any of the following takes place, the Bank has the right to immediately terminate all BAC(s) and the Customer must return all BAC(s) to the Bank:
  - (i) any petition is presented or order is made by a court or resolution is passed for bankruptcy, winding-up or dissolution or appointment of liquidator, receiver manager, trustee or similar official of the Customer; or
  - (ii) any distress or execution is enforced on any of the Customer's assets; or
  - (iii) the Primary Account or ATM Account is closed.
- p. All cash withdrawals from ATM are subject to:
  - (i) such daily limit set by the Bank from time to time and which may be reduced by the Customer by giving written instructions over the counter to the Bank;
  - (ii) charges as stated in the Bank's Tariff and Charges on the Bank's website; and
  - (iii) the available balance in the account being enough to cover both the amount to be withdrawn and the charges.
- q. The Bank has the right to allow at its discretion, any Customer to a joint account who has ceased to have joint authority to continue using the BAC until the BAC is surrendered to and acknowledged by the Bank in writing.



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## 6. Business ATM Card (BAC) (continued)

- r. The Customer agrees that cash withdrawals carried out at any ATM outside Malaysia will be debited to the Customer's account after conversion to Ringgit Malaysia at the exchange rate determined by the Bank or the relevant card scheme (as the case may be), on the date of conversion in addition to a foreign currency conversion cost of 1% as well as any transaction fee charged by the Bank or the relevant card scheme (as the case may be).
- s. The Customer also acknowledges that ATM and other automated facilities are not currently configured for use by the print handicapped or visually impaired persons and such Customer will not hold the Bank liable for the grant of BAC to the Customer at the Customer's request and for all actions, suits, proceedings, claims, demands, losses, costs, damages and any expenses which may be incurred in connection with using the BAC at the ATM or other automated facilities.
- t. The Customer agrees that the Customer shall discharge the Bank from all liabilities and indemnify the Bank against all losses, damages, fees, costs, charges, taxes, duties, imposts and expenses (including legal costs) which the Bank may sustain or incur and which have arisen either directly or indirectly in relation to the maintaining of, use or purported use of BAC and/or PIN (i) by the Customer and its Authorised Delegates, and (ii) by any Unauthorised Person who may have access to the BAC and/or PIN due to the Customer's or its Authorised Delegate's negligence or mistake (in such cases, the Customer shall be liable for all transactions effected until the PIN has been cancelled by the Bank). In this regards, the Bank is authorised to debit any account(s) of the Customer with such sums.
- u. Any notice of communication given by the Customer to the Bank relating to BAC must be confirmed in writing and delivered or sent by prepaid post to the Bank's branch of account for the Primary Account or ATM Account and in situations other than paragraph(f) above, shall take effect only on the Bank's receipt of the written confirmation.
- v. The use of BACs is subject to the Generic Terms & Conditions and the applicable Specific Terms & Conditions. If there is any inconsistency among the applicable Specific Terms & Conditions, they shall prevail in the following order:
  - (i) these BAC Terms & Conditions; and
  - (ii) the applicable Specific Terms & Conditions for the Primary Account or ATM Account.

## 7. Business SMS Alert (BSA)

- a. Definitions
  - (i) **"BSA"** (or **"Business SMS Alert"**) means the service of providing Information to the Customer through SMS.
  - (ii) **"Information"** means information and data made available to the Customer through BSA, supplied either by the Bank or an Information Provider, including but not limited to account information and Paid Information.

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## 7. Business SMS Alert (BSA) (continued)

- (iii) **“Information Provider”** means a third party provider of the Information including the party from whom it obtains any information.
  - (iv) **“Nominated User”** means any person nominated and authorised by the Customer to use BSA.
  - (v) **“Paid Information”** means the Bank’s directory of branch locations, commercial banking telephone hotlines, Bursa Malaysia stock prices and such other information as may be included from time to time.
  - (vi) **“SMS”** means short messaging service using mobile phone.
- b. A Nominated User is an agent of the Customer when using BSA, and the Customer will ensure that the Nominated User is aware of and complies with these BSA Terms & Conditions.
- c. Subject to paragraph (j) below, the SMS notification will be broadcast as follows:
- on the same day, for transactions carried out during normal banking hours;
  - on the next banking day, for transactions carried out after normal banking hours;
  - on the next available banking day, for transactions carried out after normal banking hours, where the next day is/are non-banking day(s).
- A **“banking day”** and **“normal banking hours”** are with reference to the Bank’s main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur, Malaysia.
- d. SMS notification will only be sent for the types of transactions stated in the BSA application form (cash transactions are specifically excluded).
- e. The Customer may request to receive Paid Information through BSA, subject to the Bank’s charges including charges by the mobile network operator.
- f. Due to the nature of BSA and circumstances beyond the Bank’s control, the Bank is unable to guarantee that the SMS notification and/or Information provided through BSA (particularly Bursa Malaysia stock prices from an Information Provider) is accurate. The Bank shall not be liable for any loss suffered by the Customer due to the use of BSA or reliance on the SMS notification and/or Information.
- g. Information provided through BSA shall not be taken as an offer or invitation by the Bank to buy or sell any goods, services or securities nor an offer of investment, legal, accounting, tax or financial advice.
- h. The Customer can terminate the use of BSA by giving the Bank 30 days prior written notice.
- i. The Customer and the Nominated User shall comply with these BSA Terms & Conditions and the Bank’s instructions and/or procedures for the use of BSA, and if they fail to do so, the Bank shall:
- (i) not be liable for any loss suffered by the Customer or the Nominated User; and

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## 7. Business SMS Alert (BSA) (continued)

- (ii) have the right to suspend or terminate the use of BSA.
- j. The Customer acknowledges that the Nominated User may receive a significant number of SMS messages transmitted at any time, and agrees not to bring any action against the Bank for nuisance relating to the receipt of the SMS messages.
- k. The Bank shall not be liable for any loss suffered by the Customer in connection with BSA due to:
  - breakdown or malfunction of computer, terminal connection lines, data processing system or transmission lines; or
  - any circumstances beyond the Bank's control; or
  - any other reasons (save and except for any gross negligence or wilful misconduct on the part of the Bank, in which case the Bank's liability is limited to actual and direct losses suffered, excluding any incidental, special, consequential or exemplary damages or any loss of use, revenue, profits or savings, business disruption, loss of data, lost goodwill).
- l. The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the BSA and/or acting on any instruction or authorisation received through BSA which purportedly came from the Customer or the Nominated User. This indemnity shall continue in spite of the termination of BSA and/or closure of account.
- m. The Customer agrees to give such information as the Bank may reasonably require from time to time for the purpose of BSA.
- n. The Customer agrees to immediately notify the Bank in writing to terminate the Nominated User's access to BSA when:
  - the Customer suspects any impropriety on the part of the Nominated User; or
  - the Nominated User ceases to be the Customer's agent.
- o. The Customer acknowledges that the Bank is not obliged to verify the identity of the person receiving the SMS notification and/or Information other than to ensure that it is sent to the correct mobile phone number (stated in the BSA application form or as updated by the Customer from time to time).
- p. Each account with BSA is subject to a monthly service charge as stated for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my). The Customer authorises the Bank to debit any account of the Customer with the monthly service charge.
- q. The Bank reserves the right to introduce new features for BSA subject to supplementary terms to be notified to the Customer.
- r. The Bank reserves the right to appoint agent(s) to provide all or any part of BSA, and references in these BSA Terms & Conditions to **"the Bank"** covers such agent(s) including in limitation of liability clauses.

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## 7. Business SMS Alert (BSA) (continued)

In addition to what is stated in the Generic Terms & Conditions under the “Notices” clause, notices to the Customer under these BSA Terms & Conditions may be given by the Bank electronically or through BSA, and shall be taken to have been received immediately after transmission to the facsimile number, telex number, email address or mobile phone number last notified in writing by the Customer to the Bank.

- s. The Bank and the Customer agree to comply with all applicable data protection and other similar purpose laws in all relevant jurisdictions. The Customer acknowledges that it is the Customer’s responsibility to get an appropriate written consent from employees and other persons before their personal and/or other data is transmitted, processed or handled through BSA. The Customer agrees to give the Bank copies of such consents when requested. The Customer agrees to indemnify the HSBC Group against all costs, penalties, damages and other losses incurred as the result of any breach of by the Customer of this requirement. This indemnity shall continue in spite of any termination of BSA and/or closure of account.
- t. The use of BSA is subject to the Generic Terms & Conditions and the applicable Specific Terms & Conditions. If there is any inconsistency among the applicable Specific Terms & Conditions, they shall prevail in the following order:
  - (i) these BSA Terms & Conditions; and
  - (ii) the applicable Specific Terms & Conditions for the account.

## 8. Business Cheque Report (BCR)

### a. Definitions

- (i) **“BCR”** (or **“Business Cheque Report”**) means the service of providing BCR Information to the Customer through Encrypted E-mail sent to the Nominated User(s).
- (ii) **“BCR Information”** means data relating to cheques payable to the Customer which are deposited for collection through QSM, and are cleared and paid into the Customer’s account with the Bank.
- (iii) **“Encrypted E-mail”** means encrypted electronic mail sent and/or received through a specific internet website hosted on a HSBC group entity’s servers located either within or outside of Malaysia.
- (iv) **“Nominated User”** means any person(s) nominated and authorised by the Customer to receive BCR Information through BCR.
- (v) **“Password”** means the password used by the Nominated User for access to the Encrypted Email.
- (vi) **“QSM”** means the Bank’s automated cheque deposit machine.
- (vii) **“Unauthorised Person”** means any person other than the Nominated User.

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## 8. Business Cheque Report (BCR) (continued)

- b. All Nominated Users are agents of the Customer when using BCR and the Customer will ensure that each Nominated User is aware of and complies with these BCR Terms & Conditions.
- c. The BCR Information will be sent through BCR to the Nominated User on the next banking day after clearing and payment into the Customer's account with the Bank. A "banking day" is with reference to the Bank's main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur, Malaysia. All time and date references stated in the Encrypted E-mail are to Malaysian time and date unless otherwise specified by the Bank.
- d. The Customer and each Nominated User agree to the use of the Encrypted E-mail and consent to the servers being located outside of Malaysia.
- e. The Customer agrees to ensure that the Nominated User's access to BCR shall be through a computer with up-to-date anti-virus and anti-spyware software, and that the Nominated User keeps the Password secure at all times and takes precautionary measures diligently to prevent access by any Unauthorised Person.
- f. The Customer can terminate the use of BCR by giving the Bank 30 days prior written notice.
- g. The Customer and the Nominated User shall comply with these BCR Terms and Conditions and the Bank's instructions and/or procedures for the use of BCR, and if they fail to do so, the Bank shall:
  - (i) not be liable for any loss suffered by the Customer or the Nominated User; and
  - (ii) have the right to suspend or terminate the use of BCR.
- h. The Customer acknowledges that BCR is accessed through the internet which is a public system over which the Bank has no control, and that no warranty is given by the Bank or any entity within HSBC group that BCR is free from computer viruses which may adversely affect the hardware or software used by the Customer and/or the Nominated User.
- i. The Bank shall not be liable for any loss suffered by the Customer and/or the Nominated User in connection with BCR, including but not limited to:
  - (i) incorrect BCR Information;
  - (ii) loss of or damage to data, software, hardware, computer networks, telecommunications or other equipment;
  - (iii) unavailability, delay or interruption of BCR caused by any circumstances beyond the Bank's control, such as power failure, breakdown or malfunction of equipment, facilities, computer systems, data processing systems, telecommunications or data communications network, terminal connection lines or transmission lines; or
  - (iv) any other reasons (save and except for any gross negligence or wilful misconduct on the part of the Bank, in which case the Bank's liability is limited to actual and direct losses suffered, excluding any incidental, special, consequential or exemplary

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## 8. Business Cheque Report (BCR) (continued)

damages or any loss of use, revenue, profits or savings, business disruption, loss of data, lost goodwill).

- j. The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the Customer's usage of the BCR. This indemnity shall continue in spite of the termination of BCR and/or closure of account.
- k. The Customer agrees to give such information as the Bank may reasonably require from time to time for the purpose of BCR.
- l. The Customer agrees to immediately notify the Bank in writing to terminate the Nominated User's access to BCR when:
  - (i) the Customer suspects any impropriety on the part of the Nominated User; or
  - (ii) the Nominated User ceases as the Customer's agent.
- m. The Customer acknowledges that the Bank is not obliged to verify the identity of the person receiving the BCR Information through BCR other than to ensure that it is sent to the correct electronic mail address (stated in the BCR application form or as updated by the Customer from time to time).
- n. Each account with BCR is subject to a monthly service charge as stated for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my) and the Customer authorises the Bank to debit any account of the Customer with such monthly service charge.
- o. The Bank reserves the right to introduce new features for BCR subject to supplementary terms to be notified to the Customer.
- p. In addition to what is stated in the Generic Terms & Conditions under the "Notices" clause, notices to the Customer under these BCR Terms & Conditions may be given by the Bank electronically or through BCR, and shall be taken to have been received immediately after transmission to the facsimile number, telex number, email address or mobile phone number last notified in writing by the Customer to the Bank.
- q. The Bank and the Customer agree to comply with all applicable data protection and other similar purpose laws in all relevant jurisdictions. The Customer acknowledges that it is the Customer's responsibility to get an appropriate written consent from employees and other persons before their personal and/or other data is transmitted, processed or handled through BCR. The Customer agrees to give the Bank copies of such consents when requested.

The Customer agrees to indemnify the HSBC Group against all cost, penalties, damages and other losses incurred as the result of any breach of by the Customer of this requirement. This indemnity shall continue in spite of any termination of BCR and/or closure of account.

# Specific Terms & Conditions For Commercial Banking

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## 8. Business Cheque Report (BCR) (continued)

- r. The use of BCR is subject to the Generic Terms & Conditions and the applicable Specific Terms & Conditions. If there is any inconsistency among the applicable Specific Terms & Conditions, they shall prevail in the following order:
- (i) these BCR Terms and Conditions; and
  - (ii) the applicable Specific Terms and Conditions for the account.

## 9. Business Telephone Banking (BTB)

### a. Definitions

- (i) **"Authorised Delegate"** means any person nominated and authorised by the Customer to use BTB.
- (ii) **"BTB"** (or **"Business Telephone Banking"**) means the channel of communication with the Bank using push button tone telephone to give instructions for banking transactions and to receive information from the Bank.
- (iii) **"PBN"** (or **"Personal Banking Number"**) means the unique identifier issued to each Authorised Delegate for BTB.
- (iv) **"PIN"** (or **"Personal Identification Number"**) means a sequence of numbers issued to or adopted by any Authorised Delegate for using BTB.
- (v) **"Unauthorised Person"** means any person other than the relevant Authorised Delegate.

### b. BTB

- (i) The Bank has the right to end or change from time to time, any part of BTB including but not limited to:
  - expanding or reducing BTB;
  - imposing or changing any restrictions on the use of BTB such as minimum and maximum daily limits for any banking transactions through BTB; and
  - setting or changing the service hours for BTB and any applicable daily cut-off time. Instructions received by the Bank after the relevant daily cut-off time may be processed by the next banking day.
- (ii) The Customer agrees to comply with these BTB Terms & Conditions, and to ensure that BTB is used with care and good faith.
- (iii) An Authorised Delegate is an agent of the Customer when using BTB, and the Customer will ensure that the Authorised Delegate is aware of and complies with these BTB Terms & Conditions.



# Specific Terms & Conditions For Commercial Banking

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## 9. Business Telephone Banking (BTB) (continued)

- (iv) If the Bank is of the view that the Customer or the Authorised Delegates have breached the BTB Terms & Conditions, the Bank shall:
- not be liable for any loss suffered by the Customer or the Authorised Delegate; and
  - have the right to suspend or terminate the use of BTB.
- c. Registration Procedure, PBN and PIN
- (i) Each Authorised Delegate will be given a PBN and PIN.
- (ii) The PBN and PIN:
- shall be sent separately, either by post or any other manner decided by the Bank, to the Customer or the Authorised Delegate at the Customer's risk; or
  - may be collected by a person authorised by the Customer or the Authorised Delegate, and delivery by the Bank to a person identifying himself as the relevant Authorised Delegate or person authorised to collect the PBN and/or PIN shall be taken as delivery to the Customer or the Authorised Delegate and a good discharge to the Bank.
- (iii) The Bank shall not be liable for any loss suffered by the Customer or the Authorised Delegate if the PBN and/or PIN is not in fact received.
- (iv) The Customer and each Authorised Delegate shall use care and good faith to keep the PBN and PIN secure at all times, and shall not at any time disclose the PBN and/or PIN to any Unauthorised Person.
- (v) The Customer shall bear the risk of any disclosure of the PBN and/or PIN to any Unauthorised Person and the Bank shall not be liable for any loss suffered by the Customer.
- (vi) If BTB is used by an Unauthorised Person, or the PBN and/or PIN is disclosed to an Unauthorised Person, the Customer shall immediately notify the Bank by telephone (at such telephone number indicated by the Bank for such purpose), followed promptly by a written confirmation.
- The Bank is not obliged to check that the person making the telephone notification is in fact an authorised representative of the Customer. A telephone notification once given, cannot be withdrawn and the Bank's record of the time of the telephone notification shall be conclusive evidence.
- (vii) Upon receiving the telephone notification, the Bank will suspend and/or terminate BTB for the Customer's account(s) and/or cancel the PBN and/or PIN without waiting for written confirmation. The Customer remains liable for unauthorised transactions carried out using BTB before the Bank's actual receipt of such telephone notification.

# Specific Terms & Conditions For Commercial Banking

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## 9. Business Telephone Banking (BTB) (continued)

- (viii) The Customer and/or Authorised Delegate may be given a new 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 set by the Bank from time to time) in order to use BTB.
- (ii) The Customer authorises the Bank to treat all instructions received by the Bank through BTB as instructions properly authorised by the Customer, even if they conflict with any existing mandate for the account. Subject to paragraph (d)(i) above, the Bank is not obliged to check the identity or authority of the person giving the instructions.
- (iii) The Bank shall not be liable for any loss or delay suffered by the Customer if the instructions given through BTB are inaccurate, incomplete or ambiguous.
- (iv) Any instructions given through BTB may not be cancelled or changed without the Bank's consent. If the Customer requests the Bank to cancel or change any instruction, the Bank will use reasonable efforts to do so, but the Bank shall not be liable if it is unable to comply with the Customer's request.
- (v) The Customer agrees that all instructions given through BTB shall be carried out subject to the Generic Terms & Conditions, and shall be binding on the Customer once it is carried out by the Bank in good faith.
- (vi) The Bank has the right to debit any of the Customer's accounts with any amount that the Bank has paid or incurred, including service charges and transaction fees, as a result of carrying out an instruction given through BTB.
- (vii) The Bank has the discretion, without being liable, to refuse to carry out or delay carrying out an instruction given through BTB if:
- it would result in exceeding an applicable limit;
  - the Bank has reason to believe that there is a security breach; or
  - the Bank has terminated BTB for the Customer's account(s) pursuant to paragraph (m) below and the Bank shall inform the Customer of this as soon as practicable.
- (viii) The Customer acknowledges that it may not be possible for a banking transaction to be carried out immediately after the instruction is given through BTB, as some may take time to process or can only be processed during normal banking hours even if BTB can be used outside such hours.

**"Normal banking hours"** are with reference to the Bank's main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur, Malaysia.

- (ix) Any exchange rate, indicative profit rate and other information given by the Bank through BTB is for general information only and is not applicable to any specific

# Specific Terms & Conditions For Commercial Banking

(September 2020 Edition)

## 9. Business Telephone Banking (BTB) (continued)

banking transaction. The rate applicable to a specific banking transaction shall be the rate offered by the Bank and accepted by the Customer for that specific banking transaction.

### e. BTB Recordings

- (i) All telephone calls through BTB will be recorded. Such recordings, being the sole property of the Bank, shall be conclusively binding on the Customer and the Bank reserves the right to destroy the recordings after such period of time it sees fit.
- (ii) The Customer agrees not to object to the admission of the recordings as evidence in legal proceedings on the grounds that they are not originals or not in writing.

### f. Service Interruption

- (i) The Bank may (but is not obliged to) suspend any service under BTB where the Bank considers it necessary or advisable to do so, including but not limited to, when:
  - the Bank has reason to believe that there is an actual or potential security breach;
  - the Customer does not take care to ensure the security of the use of BTB; or
  - routine, non-routine or emergency maintenance is required.
- (ii) The Bank will use reasonable efforts to inform the Customer if any service under BTB is not available. If the Bank has specifically charged for a particular service which is not available (not referring to the periodic fee charged for BTB as a whole), the Bank will refund the specific charges to the Customer and after doing so, the Bank will not have any further liability to the Customer.

### g. Customer's Information

The Customer agrees to give such information as the Bank may reasonably require from time to time for the purpose of BTB.

### h. Customer's Security Duties

- (i) The Customer agrees that it is the Customer's responsibility to regularly review security controls for:
  - PBN and/or PIN; and
  - use of BTB.
- (ii) The Customer agrees to ensure that each Authorised Delegate complies with:
  - the security procedures in these BTB Terms & Conditions; and
  - the Bank's instructions or recommendations on telephone banking security.
- (iii) The Customer agrees to ensure that each Authorised Delegate keeps their PBN and PIN secure at all times and takes precautionary measures to prevent use by any Unauthorised Person such as, but not limited to:

# Specific Terms & Conditions For Commercial Banking

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## 9. Business Telephone Banking (BTB) (continued)

- never making a record of their PBN and PIN in a way that might be understood by someone else;
- not disclosing their PBN and PIN to anyone (including the Bank's staff);
- destroying any advice from the Bank on their PBN and PIN promptly after receipt;
- avoid using PINs which may be easy to guess such as dates of birth, telephone numbers, etc;
- informing the Bank immediately if they know or suspect that someone else knows their PBN and PIN;
- using BTB in a secure manner such that no one is overlooking their shoulder, they are not within range of closed circuit TV and no one can identify the keys they are pressing on the telephone;
- changing their PIN regularly and not alternating between PINs which have been used before; and
- keeping their PBN and PIN in a safe place at all times.

(iv) The Customer and/or its Authorised Delegate must immediately notify the Bank and change their PINs to ones which have not been used before if:

- there is actual or suspected use of BTB by an Unauthorised Person; or
- an Unauthorised Person knows the PBN and/or PIN.

The Customer remains liable for unauthorised instructions carried out before the Bank's suspension of BTB for the Customer's account(s) following the notification.

(v) The Customer agrees to immediately notify the Bank in writing to terminate the Authorised Delegate's access to BTB when:

- the Customer suspects any impropriety on the part of the Authorised Delegate; or
- the Authorised Delegate ceases to be the Customer's agent.

### i. Customer's Liabilities

(i) The Customer shall be liable for all consequences resulting from the use of BTB and/or information obtained through BTB.

(ii) The Customer shall be liable for all losses from unauthorised banking transactions if there is negligence or fraud on the Customer's and/or the Authorised Delegate's part, and negligence includes not complying with the security duties stated in these BTB Terms & Conditions.

(iii) The Customer agrees to indemnify:

- the Bank;
- any member of the HSBC Group; and
- their respective officers and employees;
- (collectively, **"Indemnified Persons"**) against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis) which may be incurred, suffered or sustained as a result of:

# Specific Terms & Conditions For Commercial Banking

(September 2020 Edition)

## 9. Business Telephone Banking (BTB) (continued)

- the Customer's usage of the BTB;
  - acting on any instructions received through BTB which purportedly came from the Customer or the Authorised Delegate; and/or
  - the exercise of the Bank's rights under these BTB Terms & Conditions but excluding any direct and reasonably foreseeable loss caused solely by the gross negligence or wilful termination of BTB and/or closure of account.
- (iv) The Customer agrees to fully co-operate with the Bank in fraud investigations. Any failure to do so including withholding information shall be taken as a breach of these BTB Terms & Conditions, and the Bank shall not be liable for any loss suffered by the Customer.
- j. Bank's Liabilities
  - (i) The Bank will take reasonable care to ensure that any information given through BTB correctly reflects the information in the Bank's computer systems.
  - (ii) Neither the Bank, any member of the HSBC Group, nor their respective officers and employees (collectively, **"Relevant Persons"**) shall be liable for any loss suffered by the Customer due to any of the following, except for any direct and reasonably foreseeable loss (up to the amount of the relevant banking transaction) caused solely by the gross negligence or relevant Persons:
    - use of BTB and/or information obtained through BTB by the Customer or any other person (whether or not authorised);
    - disclosure of PBN and/or PIN or any advices on PBN and/or PIN to any Unauthorised Person;
    - breach of these BTB Terms & Conditions or failure to use BTB with care;
    - the Bank acting on any instructions (whether or not authorised) or the Bank misinterpreting any instructions provided that the Bank acted in good faith;
    - any unavailability of BTB, any delay or interruption in transmission of instructions or information caused by circumstances beyond the Bank's control including but not limited to:
      - failure of any telecommunications or data communications network;
      - mechanical or power failure;
      - breakdown or malfunction of equipment, facilities or computer systems;
      - strikes, industrial action or trade disputes (whether or not involving the Bank's employees);
      - civil unrest or government action;
      - act or omission of any third party;
      - any law, regulations, rules, codes, guidelines, directions or orders (whether or not having the force of law);
    - fraud or dishonest conduct of any third party including but not limited to telephone scams;

# Specific Terms & Conditions For Commercial Banking

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## 9. Business Telephone Banking (BTB) (continued)

- disclosure of the Customer's information to any third party including but not limited to the Central Credit Bureau;
  - the Customer's information being incorrect or misstated due to whatever reason,
  - including but not limited to:
    - negligence (not gross negligence) or default (not wilful default) by the Bank, any member of the HSBC Group, any third party
    - or their respective officers or employees; or
    - delay or interruption in notifying or updating changes to the Customer's information;
  - reliance by the Customer, the Authorised Delegates or any third party on the Customer's information which is incorrect or misstated.
- (iii) The Bank and members of the HSBC Group shall not be liable at all for any incidental, indirect, special, consequential or exemplary damages including but not limited to any loss of use, revenue, profits or savings suffered by the Customer or any other person.
- (iv) The Bank is not obliged to monitor the Customer's use of BTB for any failure to comply with these BTB Terms & Conditions including the Customer's security duties or to notify the Customer of any such failure.
- (v) Continued provision of BTB when the Customer is in breach of these BTB Terms & Conditions (whether or not the Bank is aware of such breach) is not to be taken as a waiver of the Bank's rights under these BTB Terms & Conditions.
- k. Charges, Supplementary Terms, Suspension/Cancellation of BTB
- (i) The Customer agrees to pay the charges (if any) for BTB as stated for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my). The Customer authorises the Bank to debit any account of the Customer with the charges. The Customer acknowledges that these charges are in addition to any other applicable charges for carrying out the instructions given through BTB.
  - (ii) The Customer acknowledges that the Customer will incur telephone charges when using BTB.
  - (iii) The Bank reserves the right to introduce new features for BTB subject to supplementary terms to be notified to the Customer.
  - (iv) The Bank may at any time with notice to the Customer, suspend or terminate BTB and the Bank shall not be liable for any loss suffered by the Customer.
- i. Authority and Indemnity
- (i) The Customer authorises the Bank to act upon written instructions concerning the administration of BTB, when signed or purported to be signed by its relevant authorised signatory(ies). Such written instructions include but not limited to:

# Specific Terms & Conditions For Commercial Banking

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## 9. Business Telephone Banking (BTB) (continued)

- removing or replacing any Authorised Delegate;
  - resetting any PINs; or
  - taking any action for the continued and orderly operation of BTB.
- (ii) If the written instructions are sent to the Bank by facsimile transmission, the Customer authorises the Bank to act upon it without further authority or confirmation from the Customer. The Bank shall not be liable for any loss suffered by the Customer or any third party due to the facsimile transmission being unauthorised or fraudulent, and the Customer agrees to indemnify the Bank against any claims or demands arising from it.
- (iii) In spite of paragraph (I)(ii) above, the Bank has the right not to act on any written instructions received by facsimile transmission. The Bank agrees to use reasonable efforts to inform the Customer if the Bank is not acting on such facsimile instructions.
- (iv) The Bank shall not be liable for any loss suffered by the Customer as a result of any delays when carrying out the written instructions.

### m. Termination

- (i) The Bank or the Customer can terminate BTB for the Customer's account(s) by giving at least 2 banking days prior written notice to the other.
- (ii) The Bank or the Customer can terminate BTB for the Customer's account(s) with immediate effect by written notification to the other, if the other party materially breached these BTB Terms & Conditions or becomes insolvent under applicable laws.
- (iii) Termination will not affect:
- the accrued rights and remedies or undischarged obligations and liabilities of either party as at the termination date;
  - any part of these BTB Terms & Conditions which are meant or required to apply even after termination.

### n. Agency and Notices

- (i) The Bank reserves the right to appoint agent(s) to provide all or any part of BTB, and references in these BTB Terms & Conditions to **"the Bank"** covers such agent(s) including in limitation of liability clauses.
- (ii) All notices and communications under these BTB Terms & Conditions:
- from the Bank to the Customer; or
  - from the Customer to the Bank shall follow the form and manner of delivery stated in the Generic Terms & Conditions.



# Specific Terms & Conditions For Commercial Banking

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## 9. Business Telephone Banking (BTB) (continued)

### a. Conflict & Order of Priority

The use of BTB is subject to the Generic Terms & Conditions and the applicable Specific Terms & Conditions. If there is any inconsistency among the applicable Specific Terms & Conditions, they shall prevail in the following order:

- (i) these BTB Terms & Conditions; and
- (ii) the applicable Specific Terms & Conditions for the account.

## 10. eStatutory Payments (ESP)

### a. Definitions

- (i) **"Bulk Payments"** means multiple payments via a single instruction in respect of statutory contributions or deductions from the salaries or wages of employees or workers of the Customer which are payable to the Statutory Body.
- (ii) **"Collection Account"** means the account(s) of the relevant Statutory Body held with the Bank designated for crediting of the Bulk Payments under the ESP.
- (iii) **"Encrypted E-mail"** means encrypted electronic mail sent and/or received through a specific internet website hosted on a HSBC group entity's servers located either within or outside of Malaysia.
- (iv) **"ESP"** (or **"eStatutory Payments"**) means the service of effecting Customer's instruction received by the Bank through Encrypted E-mail to make or transmit Bulk Payments on behalf of the Customer to the relevant Statutory Body.
- (v) **"Nominated Account"** means the Customer's account held with the Bank specified by the Customer for debiting of the Bulk Payments under the ESP.
- (vi) **"Nominated User(s)"** means any person(s) nominated and authorised by the Customer to send or submit Bulk Payments instruction to the Bank through Encrypted E-mail for the purposes of ESP.
- (vii) **"Password"** means the password used by the Nominated User(s) for access to the Encrypted E-mail.
- (viii) **"Statutory Body"** means the relevant governmental body or authority established or constituted as a body corporate under the relevant statute or legislation.
- (ix) **"Unauthorised Person"** means any person other than the Nominated User(s).

- b. All Nominated User(s) are agents of the Customer when using ESP and the Customer will ensure that each Nominated User(s) is aware of and complies with these ESP Terms & Conditions.

# Specific Terms & Conditions For Commercial Banking

(September 2020 Edition)

## 10. eStatutory Payments (ESP) (continued)

- c. The Bulk Payments instruction will be sent through ESP by the Nominated User(s) to the Bank. Provided that the Bulk Payments instruction is received in order and to the satisfaction of the Bank by the daily cut-off time, the Bank will debit the Nominated Account with such sum of monies as set out in the Bulk Payments instruction and credit the same into the Collection Account on the same banking day.

The Customer and each Nominated User(s) must adhere to the applicable cut-off time as may be specified by the Bank from time to time. Any Bulk Payments instruction received later than the applicable cut-off time will only be processed on the next banking day.

A **“banking day”** is with reference to any day other than a Saturday, Sunday, national and state holiday and bank holiday applicable to Kuala Lumpur on which the Bank’s main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur, Malaysia is open for business. All time and date references stated in the Encrypted E-mail are in relation to Malaysian time and date unless otherwise specified by the Bank.

- d. The Customer and each Nominated User(s) agree to the use of the Encrypted E-mail and consent to the servers being located outside of Malaysia.
- e. The Customer agrees to ensure that the Nominated User(s)’ access to ESP shall be through a computer with up-to-date anti-virus and anti-spyware software, and that the Nominated User(s) keeps the Password secure at all times and takes precautionary measures diligently to prevent access by any Unauthorised Person.
- f. The Customer can terminate the use of ESP by giving the Bank 30 days prior written notice.
- g. The Customer and the Nominated User(s) shall comply with these ESP Terms and Conditions and the Bank’s instructions and/or procedures for the use of ESP, and if they fail to do so, the Bank shall:
- (i) not be liable for any loss suffered by the Customer or the Nominated User(s); and
  - (ii) have the right to suspend or terminate the use of ESP.
- h. The Customer acknowledges that ESP is accessed through the internet which is a public system over which the Bank has no control, and that no warranty is given by the Bank or any entity within HSBC group that ESP is free from computer viruses which may adversely affect the hardware or software used by the Customer and/or the Nominated User(s).
- i. The Bank shall not be liable for any loss suffered by the Customer and/or the Nominated User(s) in connection with ESP due to any reason, including but not limited to:
- (i) invalid, incomplete, unauthorised or fraudulent Bulk Payment instructions;
  - (ii) loss of or damage to data, software, hardware, computer networks, telecommunications or other equipment;
  - (iii) unavailability, delay or interruption of ESP caused by any circumstances beyond the Bank’s control, such as power failure, breakdown or malfunction of equipment,

# Specific Terms & Conditions For Commercial Banking

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## 10. eStatutory Payments (ESP) (continued)

facilities, computer systems, data processing systems, telecommunications or data communications network, terminal connection lines or transmission lines; or

- (iv) incidental, indirect, special, consequential or exemplary damages or any loss of use, revenue, profits or savings.
- j. The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of providing ESP. This indemnity shall continue in spite of the termination of ESP and/or closure of account.
- k. The Customer agrees to give such information as the Bank may reasonably require from time to time for the purpose of ESP.
- l. The Customer agrees to immediately notify the Bank in writing to terminate the Nominated User(s)' access to ESP when:
  - (i) the Customer suspects any impropriety on the part of the Nominated User(s); or
  - (ii) the Nominated User(s) ceases as the Customer's agent.
- m. The Customer acknowledges that the Bank is not obliged to verify the identity of the person sending the Bulk Payments instruction through ESP other than to ensure that it is sent from the correct electronic mail address (stated in the ESP application/amendment form or as updated by the Customer from time to time).
- n. The Bank may at any time withdraw, suspend or cancel the ESP with prior reasonable notice and shall not be liable for any loss or damage suffered by the Customer.
- o. If any of the following were to take place, the Bank has the right to immediately terminate the ESP and shall not be liable for any loss or damage suffered by the Customer:
  - (i) any petition is presented or order is made by a court or resolution is passed for bankruptcy, winding-up or dissolution or appointment of liquidator, receiver, manager, trustee or similar official of the Customer; or
  - (ii) any distress or execution is enforced on any of the Customer's assets; or
  - (iii) the Nominated Account is suspended or closed; or
  - (iv) the Collection Account is suspended or closed.
- p. The Bank reserves the right to introduce new features for ESP subject to supplementary terms to be notified to the Customer.
- q. In addition to what is stated in the Generic Terms & Conditions under the "Notices" clause, notices to the Customer under these ESP Terms & Conditions may be given by the Bank electronically or through ESP, and shall be taken to have been received immediately after

# Specific Terms & Conditions For Commercial Banking

(September 2020 Edition)

## 10. eStatutory Payments (ESP) (continued)

transmission to the facsimile number, telex number, email address or mobile phone number last notified in writing by the Customer to the Bank.

- r. The Bank and the Customer agree to comply with all applicable data protection and other similar purpose laws in all relevant jurisdictions. The Customer acknowledges that it is the Customer's responsibility to get an appropriate written consent from employees and other persons before their personal and/or other data is transmitted, processed or handled through ESP. The Customer agrees to give the Bank copies of such consents when requested.

The Customer agrees to indemnify the HSBC Group against all cost, penalties, damages and other losses incurred as the result of any breach of by the Customer of this requirement. This indemnity shall continue in spite of any termination of ESP and/or closure of account.

- s. The use of ESP is subject to the Generic Terms & Conditions and the applicable Specific Terms & Conditions. If there is any inconsistency among the applicable Specific Terms & Conditions, they shall prevail in the following order:
  - (i) these ESP Terms and Conditions; and
  - (ii) the applicable Specific Terms and Conditions for the account.

## 11. Cheque & Cash Deposits

- a. The Customer agrees to follow the prescribed procedures correctly when using the automated facilities provided by the Bank for cheque and cash deposits. The Customer agrees that all uncrossed cheques should be crossed by drawing 2 parallel diagonal lines across the top left hand corner of the cheques before depositing to prevent fraudulent endorsement or changes to be made to the cheques.
- b. The Customer acknowledges that all cash deposits (other than through the automated cash deposit facilities) must be handed directly to the Bank's teller. The Customer agrees not to leave cash unattended until the Bank's teller has physically accepted it and the Customer further agrees to:
  - (i) count all cash received before leaving the counter as the Bank will not be responsible for any shortfall once the cash has been handed over to the Customer and the Customer has left the counter; and
  - (ii) check all debit or credit transaction advices as against counter transactions; and the Bank shall not be liable for any loss suffered by the Customer as a result of failing to do so.
- c. Every deposit made by whatever means, shall be taken to have been made only when verified by 2 members of the Bank's staff, duly cleared and entered into the Bank's records.
- d. The Customer acknowledges that the deposited amount on the video screen of the automated facilities or advice slip may be pending verification and/or clearance and hence

# Specific Terms & Conditions For Commercial Banking

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## 11. Cheque & Cash Deposits (continued)

will not be treated as received for value until the amount deposited is entered into the Bank's records.

- e. The Customer also acknowledges that cheque and cash deposits made through the automated facilities provided by the Bank will be processed in accordance with the Bank's cut-off times as specified on the video screen of the facility and if not specified on the facility, at the Express Banking lobby of the Bank.

## 12. Foreign Currency Cheques

- a. The Customer acknowledges that:
  - (i) the Bank may be subject to foreign laws when collecting foreign currency cheques on behalf of the Customer from a paying bank outside Malaysia ("**foreign collection**"); and
  - (ii) the foreign laws may allow the paying bank to demand refund from the Bank within 6 years after the cheque has cleared.
- b. The Customer agrees:
  - (i) that the Bank reserves the right to debit the Customer's account for the refund;
  - (ii) that the Bank shall not be liable for any loss suffered by the Customer; and
  - (iii) to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses which the Bank may sustain, suffer or incur as a result of the foreign collection. This indemnity shall continue in spite of the termination of any service and/or closure of any account.
- c. The Customer further acknowledges and agrees:
  - (i) that the Bank may in its discretion refuse to accept for collection or purchase any foreign currency cheque, bill or other instrument notwithstanding that there is no irregularity or alteration on such foreign currency cheque, bill or other instrument or that an alteration has been countersigned by the Customer as the Bank may not be able to provide clearing assistance on the same;
  - (ii) that the Bank is not obliged to give its reasons for exercising its discretion to refuse to accept for collection or purchase any foreign currency cheque, bill or other instrument; and
  - (iii) that the Bank shall not be liable for any loss suffered by the Customer.

# Specific Terms & Conditions For Commercial Banking

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## 13. Inward Remittances

- a. The Bank reserves the right:
  - (i) to debit the Customer's account with the same amount credited earlier, when the relevant cheque, instrument, payment order or instruction is subsequently returned unpaid or cannot be presented or cleared due to loss or destruction or misplaced in the process of presenting or, if the amount was wrongly credited in the first place, and the Bank shall not be liable for any loss suffered by the Customer;
  - (ii) to amend under advice, the pay-in-slip due to errors, wrong addition, missing items or third party account payee cheques collected in error;
  - (iii) to stop any inward remittance in favour of the Customer if the originator's information received by the Bank is incomplete or if the originator does not furnish the Bank with the purpose of the remittance, and the Bank shall not be liable to the Customer for the delay or rejection of the inward remittance; and
  - (iv) to reverse any payment received through Interbank GIRO from a resident or external account for credit to the Customer's external account with the Bank, if the originator does not furnish the Bank with the purpose of such payment, or if the amount is more than RM10,000 per day and/or if it is from a non-permitted source under the prevailing Exchange Control regulations.
- b. The Customer agrees:
  - (i) that the Bank shall not be liable to the Customer for any loss, error, omission or delay by the correspondent, clearing or intermediary bank which may take place during the transfer or transmission of inward remittances into the Customer's account unless caused by the Bank's negligence or default; and
  - (ii) that the Bank can only credit the funds into the Customer's account upon receipt of the same from the correspondent, clearing or intermediary bank.

## 14. Outward Remittances

- a. The Customer acknowledges that:
  - (i) all applications for outward remittances (e.g. telegraphic transfers, demand drafts, cashier's orders, RENTAS, Interbank GIRO) are subject to the Bank's daily cut-off times;
  - (ii) applications for same day value are also subject to cut-off times based on the geographical location of the recipient;
  - (iii) applications for outward remittances received after the relevant cut-off time will only be processed on the next banking day; and
  - (iv) for remittances dependent on other institutions, the Bank will process the application according to the Bank's daily cut-off times and forward the same to the other

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## 14. Outward Remittances (continued)

institution for their processing and the Bank shall not be liable to the Customer for any delay and/or error in processing on the part of the other institution.

- b. The Customer agrees that:
  - (i) the application for telegraphic transfers or demand drafts will be carried out by the Bank in the same currency in which the Customer pays the Bank, unless otherwise instructed by the Customer in writing;
  - (ii) if the Bank is unable to give a firm quotation for the rate of exchange for whatever reasons, the Bank shall carry out the remittance based on a provisional rate and when the actual rate is known, any difference between the provisional rate and the actual rate shall be debited or credited to the Customer's account; and
  - (iii) all charges for remittances are to be debited to the Customer's account.
- c. The Bank has the discretion to send the telegraphic transfer literally or in cipher. The Customer acknowledges that telegraphic transfers (including demand drafts if sent on behalf of the Customer at the Customer's request), are sent at the Customer's sole risk.
- d. The Bank reserves the right to draw the telegraphic transfer or the demand draft on a different bank branch or location from that specified by the Customer if the Bank's operational circumstances require it.
- e. The Customer must ensure that the recipient bank and beneficiary details are accurate and complete in the application form.
- f. The Customer acknowledges that transfer of funds from a credit card account to any third party account through Interbank GIRO is treated as a cash advance and the relevant Cardholder Agreement applies.
- g. The Customer agrees that the Bank shall not be liable to the Customer:
  - (i) for any delay or rejection by the receiving or intermediary party which may take place during the transfer, transmission and/or application of funds;
  - (ii) for any delay or rejection of telegraphic transfers (arising from inaccurate or incomplete payment details provided by the Customer), for any error, omission or mutilation which may take place during the transmission of the message (literally or in cipher) or for any misinterpretation by the receiving or intermediary party when received; or
  - (iii) for losses arising from any of the above.



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## 15. Carrying Out Payment / Remittance Instructions

- a. The Bank reserves the right to carry out the Customer's payment or remittance instructions by any method the Bank may reasonably see fit in spite of any specific instruction from the Customer, in the case where the instruction given by the Customer is unclear or for such other reasons which the Bank will notify the Customer.
- b. The Customer acknowledges that any request for cancellation of a payment or remittance instruction must be made in writing, and the Bank has the discretion whether or not to cancel the same in the case where such cancellation request is not given by the time required by the Bank or it is unclear or for such other reason as the Bank may notify the Customer. Any cancellation will be subject to the Bank's right to debit the Customer's account for all charges and foreign exchange losses (if any) arising from such cancellation.
- c. If the Customer's payment or remittance instructions need to be carried out via a payment or clearing system operated by a third party, the Customer agrees that the Bank may use any correspondent, agent, sub-agent, agency or any other financial institution (collectively, "**Intermediary**"), and the Customer consents to the Bank disclosing all necessary information to the Intermediary. The Customer acknowledges that such payment or remittance less any applicable charges, shall be credited to the beneficiary's account based solely on the account number given by the Customer.
- d. The Customer agrees that the Bank or the relevant Intermediary shall not be liable for any failure, delay, error, omission, interruption or misinterpretation or any other outcome due to the payment or remittance instructions being sent or received through whatever channels of communication where it is not caused by the negligence or default of the Bank or the relevant Intermediary.
- e. The Customer consents to the Bank disclosing the Customer's name and account number in the transaction details sent to the recipient financial institution and/or the payee.

## 16. Carrying Out Standing / Periodic Instructions

- a. The Customer agrees to notify the Bank in writing or via channels made available by the Bank, of any changes or amendments to the:
  - (i) payment amount or payment limit;
  - (ii) method of payment; and/or
  - (iii) periodicity of payment;

for standing or periodic payment instructions and subject to the Bank's right to determine the order of priority of payment from the funds of the Customer, the Customer acknowledges that such changes or amendments shall take effect 1 week after the Bank's receipt of such notice.

- b. The Customer agrees that the Bank may terminate the standing or periodic payment instructions with regard to future payments at any time (i) by written notice to the Customer,

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## 16. Carrying Out Standing / Periodic Instructions (continued)

- or (ii) after the receipt of written confirmation from the payee named in the standing or periodic payment instructions that no further payment is required.
- c. The Customer acknowledges that the standing or periodic payment instructions will be carried out provided there are sufficient funds in the Customer's account and the Bank shall not be liable to the Customer for any missed payment due to insufficient funds.
  - d. If the standing or periodic payment instructions are given for a payment limit, the Customer acknowledges that the Bank does not have any responsibility to verify the correctness of the amount charged by the payee, and any dispute over the amount is to be settled by the Customer directly with the payee.

## 17. Autopay Services

- a. Definitions
  - (i) **"Autopay"** means batch payments using a numerically based system.
  - (ii) **"Autopay In"** means payments to the Customer using Autopay.
  - (iii) **"Autopay Out"** means payments by the Customer using Autopay.
  - (iv) **"Autopay Services"** means either Autopay In or Autopay Out.
- b. The Customer acknowledges that Autopay Services is dependent on a numerically based system and therefore the Bank is not obliged to ensure that the account/payee names given by the Customer are identical or similar to the account names in the Bank's records, and agrees that a transfer to or from an account having the same number as that given by the Customer shall be a good and complete discharge by the Bank of the Customer's instructions.
- c. The Customer authorises the Bank to debit the Customer's account with the charges for Autopay Services as stated in the Bank's Tariff and Charges on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my).
- d. The Customer acknowledges that:
  - (i) Customer's instructions will be processed in accordance with the Bank's system requirement and it may not be able to process the Customer's instruction if the payment due date falls on a holiday;
  - (ii) if there is insufficient funds in the Customer's account or any occasion under Autopay Out, it will cause the Customer's instructions to be automatically cancelled;
  - (iii) Autopay Services may be terminated by the Bank at any time by giving 7 days' prior written notice to the Customer.

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## **17. Autopay Services (continued)**

- e. The Customer acknowledges that the Bank is not liable for any loss or delay which may take place in the transfer, transmission, input and/or application of funds outside of the Bank's control.
- f. The Customer agrees to indemnify the Bank for any actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses which the Bank may incur as a result of carrying out the Customer's instructions under Autopay Services.
- g. The Customer further acknowledges that if there is no transaction under Autopay Services (whether Autopay In or Autopay Out) for 15 consecutive months, the Autopay Services will be automatically deactivated and no Customer's instruction (whether Autopay In or Autopay Out) will be accepted thereafter unless and until it is reactivated by the Bank at its discretion upon a written request by the Customer.