

UPDATED HSBC ONLINE AND MOBILE BANKING TERMS AND CONDITIONS

20 September 2022

Dear Valued Customers,

Please be informed that our HSBC Online and Mobile Banking Terms and Conditions (“Terms and Conditions”) have been updated, the latest version being October 2022 Edition effective 12 October 2022.

Amended clauses as below:

Clause 8. Liability

- d. We and/or any member of the HSBC Group are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the following (or any of them):
- (i) use of the Services (including use of the Security Device/ Mobile Secure Key) or third party applications;
 - (ii) access to any information or report or any other information, whether or not authorised by you;
 - (iii) transmission or storage of any information and data relating to you, the Services or transactions or dealings conducted by you using the Services in or through any system, equipment or instrument of any communication network provider; and
 - (iv) communication or providing notice(s) to you (refer to clause 12a on the modes of notification)

unless there was negligence or default by (i) us or any member of the HSBC Group; or (ii) any employee, officer or agent of us or any member of the HSBC Group;
then we will be liable for the lower of:

- A. any loss and damage you incur or suffer that is direct and reasonably foreseeable arising directly and solely from such negligence or default; or
 - B. the amount of the relevant transaction.
- e. Notwithstanding the above, neither we nor any member of the HSBC Group is liable for any loss or damage which you may suffer from any interruption or other failure in providing the Services, or in transmitting instructions or information relating to the Services, communication or providing notice(s) to you or in connecting with the Online Banking and/or Mobile Banking App; which is caused by any circumstances beyond our control such as breakdown or malfunction of any system, network or equipment, attempted or actual acts of terrorism, outbreak of epidemics, or acts of God.

Clause 12. Communication

- a. We will give you notice under the Notices section on our websites (www.hsbc.com.my for HSBC Bank and www.hsbcamanah.com.my for HSBC Amanah) and may additionally in any of the following manner:
- (i) notice in Online Banking; or
 - (ii) notice in Mobile Banking App including push notification; or
 - (iii) notice via emails or electronic messages; or
 - (iv) any other mode we reasonably consider as appropriate.





Clause 20. DuitNow Terms and Conditions

For registration of DuitNow ID, usage of the DuitNow and DuitNow QR service, the following terms and conditions as published on our websites shall apply:

- a. National Addressing Database Terms and Conditions
- b. DuitNow Transfer Terms and Conditions
- c. DuitNow QR Terms and Conditions

For HSBC Bank: <https://www.hsbc.com.my/duitnow>

For HSBC Amanah: <https://www.hsbcamanah.com.my/duitnow>

The updated Terms and Conditions (Oct 2022 Edition) is available [here](#).