

HSBC Online and Mobile Banking Terms and Conditions (Mar 2020 Edition)

The effective date of the HSBC Online and Mobile Banking Terms and Conditions is as follows:

- 31 March 2020 for all new and existing customers
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1. Services

- a. "The Bank", "we", "our" or "us" refers to HSBC Bank Malaysia Berhad or HSBC Amanah Malaysia Berhad i.e. the entity with whom you hold your bank account.
- b. You may connect to our internet banking site ("Online Banking") via www.hsbc.com.my for HSBC Bank Malaysia Berhad or www.hsbcamanah.com.my for HSBC Amanah Malaysia Berhad; or our mobile banking application ("Mobile Banking App") to access our online services and facilities (the "Services") to:
 - (i) operate accounts and give instructions to us,
 - (ii) perform banking, investment, financial and other transactions and dealings of various nature;
 - (iii) obtain banking services, products, information, benefits and privileges offered by us; and
 - (iv) communicate with us in relation to any enquiries on the Services.
- c. We may by giving notice in accordance with Clause 12a:
 - (i) introduce new Services; and/or
 - (ii) specify or vary the scope and extent of the Services and their features, including:
 - a. specify the types of transactions and dealings which you may conduct;
 - b. setting or varying limits including daily transaction or transfer limits;
 - c. reducing (to zero or any other amount) or re-setting any limit if you have not used the Services for a period of time set by us to mitigate fraud risks;

- d. provide additional or suspend third party applications, features and/or products; and/or
 - e. perform system maintenance.
- d. We may make available to you banking updates, information and reports in any form through the Online Banking and/or Mobile Banking App.
- e. The Mobile Banking App allows you to access some of our Online Banking Services in a format which is easier to view and access on a mobile device. However, not all of our Services available on Online Banking can be accessed using the Mobile Banking App.

2. Governing Terms and Conditions

- a. By accessing the Services, you are deemed to have accepted these Terms.
- b. These Terms are to be read together with our Universal Terms and Conditions published on www.hsbc.com.my/terms-and-conditions/ and <https://www.hsbcamanah.com.my/help/important-information/#terms> (as amended from time to time) which continue to apply to the every account, product, service and facility opened with or provided by us. In the event of any conflict between the terms, specific terms will prevail over general terms with regard to the Services, Online Banking and Mobile Banking App.
- c. When you use the Online Banking and/or Mobile Banking App to access third party applications and/or services such as JomPAY Bill Payment, DuitNow, DuitNow QR, etc. you will be subject to respective terms and conditions available on our websites (www.hsbc.com.my for HSBC Bank, and www.hsbcamanah.com.my for HSBC Amanah).
- d. Your continued access and use of the Services will be deemed as your acceptance of any changes to the Terms.

3. Use of the Services

- a. The Online Banking and Mobile Banking App are provided by us for usage by our customers only, and are not intended for download or use by any person in any jurisdiction where such download or use would not be permitted by law or regulation.
- b. The information provided through the Online Banking and Mobile Banking App is not intended for use by persons located in or resident in jurisdictions where the distribution of such material may be considered marketing or promotional and where that activity is restricted. We are regulated in Malaysia by Central Bank of Malaysia for activities stipulated in Financial Services Act 2013 and Islamic Financial Services Act 2013.
- c. Please be aware that we are not authorised or licensed in other countries for the provision of services and/or products available through the Online Banking and/or Mobile Banking App. We cannot guarantee that the services and products available through the Online Banking and/or Mobile Banking App are authorised to be offered in other countries.
- d. Registration is required to access the Services provided in our Online Banking and Mobile Banking App. To register, you will need a debit card/-i or credit card/-i issued by us (“Cards”) and perform a one-time registration at <https://www.hsbc.com.my/ways-to-bank/online-banking/register/> (for HSBC Bank) or <https://www.hsbcamanah.com.my/ways-to-bank/online-banking/register/> (for HSBC Amanah).

Note: Not all accounts may be accessed under the Services and not all types of Cards may be used to register for the Services. There may be limitations on joint accounts.

- e. To use the Mobile Banking App, please download and install the HSBC Malaysia Mobile Banking App from the official mobile application stores.
- f. In setting up your access, you will be required to provide certain information for identification purposes. You confirm that all information provided is true, complete and up-to-date.
- g. The Services are provided for your sole and exclusive use. You should not permit any other person to use the Services.
- h. Any exchange rate, interest rate, hibah rate, profit rate, dealing rate or other price or information quoted by us on the Online Banking and/or Mobile Banking App is for reference only, unless the rate is confirmed by us for a transaction.
- i. For Mobile Banking App, application software updates will be downloaded automatically for some mobile devices. If this does not happen for your device, please log on to the Mobile Banking App regularly to check for any reminders to install an update. You may be restricted from using your Mobile Banking App to transact unless the latest software update has been installed.
- j. Certain banking services may not be available unless you consent to the sharing of your physical location via computer or mobile device whilst transacting. We and our third party service providers will require this information to provide the required functionality. You may withdraw consent to the sharing of physical location at any time by turning off the location services settings on the computer or mobile device.
- k. By using the Services, you agree not to object to the admission of our records as evidence in any legal proceedings because such records are not originals, are not in writing or are documents produced by a computer or electronic device.

4. Security Obligations

- a. Definitions
 - (i) “6-Digit PIN” means your personal identification number for logging on to the Mobile Banking App.
 - (ii) “Biometric Credentials” means any unique biological characteristics or traits that verify your identity, such as your fingerprints, eye retinas, face and voice recognition.
 - (iii) “Identifier” means each of the user identification code (the ‘User ID’), the password (the ‘Password’), the secondary password (the ‘Secondary Password’), Security Device PIN, 6-Digit PIN, Security Device Codes, SMS Code and Biometric Credentials.
 - (iv) “Re-authentication Code” means the one-time numeric password generated by the Security Device for performing selected transactions.
 - (v) “Security Code” means the one-time numeric password generated by the Security Device for access to Services.
 - (vi) “Security Device” means the electronic device which generates the Security Code, Re-authentication Code and Transaction Signing Code.
 - (vii) “Security Device Codes” means the Security Code, the Re-authentication Code and the Transaction Signing Code collectively.

- (viii) "Security Device PIN" means your personal identification number for using the Security Device.
- (ix) "SMS Code" means the 6-digit code sent to your mobile number for transaction signing/authorization.
- (x) "Transaction Signing Code" means the one-time numeric password generated by the Security Device for performing selected transactions after the relevant numeric password relating to each transaction is keyed-in into the Security Device.
- b. Please carefully follow our online guidance in setting up and applying the Identifiers when accessing the Services.
- c. You may change the Password, the Secondary Password, the Security Device PIN and 6-Digit PIN at any time but any change shall be effective upon our notification to you that the change is successful.
- d. Once a Security Device is in your custody, it is your responsibility to promptly notify us and to apply for a replacement if it is subsequently lost or has failed to function as intended.
- e. You may still perform selected transactions in the absence of a Security Device when you have User ID, Password, Secondary Password, SMS Code, 6 Digit PIN and/or Biometric Credentials in place.
- f. You must keep each Identifier secret at all times. You are advised **NOT TO**:
 - (i) Write down the Identifier;
 - (ii) Use simple passwords, Security Device PIN and 6-Digit PIN which may be easy to guess such as birthdays, telephone numbers, dates of birth;
 - (iii) Fail to reset your User ID and Passwords and destroy the physical notification from us which contains personal identification number issued to you with your User ID when you first apply for the Services;
 - (iv) Record or store your Identifiers on any software or applications which automatically retains it (for example, any computer screen prompts or 'save password' feature or the like on an internet browser);
 - (v) Use the same Password, Secondary Password, Security Device PIN and 6-Digit PIN without regularly changing it;
 - (vi) Use the same Passwords, Secondary Passwords, Security Device PIN and the 6-Digit PIN with other internet sites or other mobile applications.
 - (vii) store a third party's Biometric Credentials on your mobile device to log on to the Mobile Banking App.

Important: We and our staff are never authorised to ask you for any of your passwords! If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent. You should report any such requests to us immediately.

- g. You are responsible for keeping the Identifiers secret and safekeeping the Security Devices.
- h. Please immediately notify us in person or by telephone if you are aware of or suspect that a third party has or may have access to any of your Identifiers, or you are aware of any unauthorised transactions take place. We may ask you to confirm any notification in writing. Please refer to <https://www.hsbc.com.my/contact/> and <https://www.hsbcamanah.com.my/contact/> for the relevant contact numbers.
- i. You are advised against the use facial recognition for authentication purpose if-

- (i) you have an identical twin sibling, or
 - (ii) you are an adolescent where facial features may be undergoing a rapid stage of development.
- j. To enhance security we would advise against transacting online over a local area network (LAN), virtual private network (VPN) or any public internet access which may not be secure.
- k. Any attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with the Online Banking or Mobile Banking App or any associated software is illegal. This includes your use of any device or operating system that has been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. Any such use will be at your sole risk and we reserve the right to block your access to Online Banking and/or Mobile Banking App for this reason. You will not be able to access or use the Online Banking and/or Mobile Device if your device is 'jail-broken' or 'rooted'.
- l. You should install personal firewall and anti-virus software onto your computer(s) and mobile device(s) and have them updated regularly.
- m. You are required to promptly adhere to additional security measures or precautions issued by us from time to time to safeguard the security of the Services and your accounts.

5. Customer's Instructions

- a. You will be required to identify and verify yourself online using certain Identifiers in order to log-on to the Online Banking and/or Mobile Banking App.
- b. An online instruction once issued is irrevocable. Should you wish to report the transaction, please immediately contact us and we will use reasonable measures to assist.
- c. We may act on an instruction if we reasonably believe that it is given or authorised by you and we have no obligation to verify the identity of the person giving an online instruction apart from verifying the Identifiers quoted.
- d. We may in good faith, refuse to act on or delay acting on an instruction if we suspect a breach of security or if circumstances are suspicious and will inform you as soon as practicable, subject to prevailing laws and regulations.
- e. We will provide a notification (such as short messaging system (SMS), email notification and mobile push-notification) or online confirmation of the successful transaction after a transaction or an instruction has been effected. If you have not received an advice or confirmation shortly after transacting online, please contact us immediately.
- f. An online transaction performed using the Services may not be immediately executed by us and will be processed during normal banking hours (i.e. operating hours on a Kuala Lumpur banking day).

6. Fees

- a. The fees and charges stipulated in our Tariff and Charges (made available under the Tariff and Charges section on www.hsbc.com.my and www.hsbcamanah.com.my) shall apply.
- b. We will give you prior notice of new fees or any variation of fees in accordance in Clause 11c.

7. Confidentiality

- a. The information and reports on our websites, Online Banking and/or Mobile Banking App and their form, format, mode or method of compilation, selection, configuration, presentation and expression (collectively "Confidential Information") are the property of HSBC Group and/or third parties ("Information Providers").
- b. You should not do or attempt to do any of the following:
 - (i) publish, display, convey, share, distribute, transmit, broadcast, cablecast, reproduce, sell or disseminate any Confidential Information in any form or by any means to any other person;
 - (ii) remove, erase, modify or hide in any way any proprietary marking on or appearing with any Confidential Information, including any trademark or copyright notice; and
 - (iii) incorporate or combine any Confidential Information with any other program or information.
- c. You agree that all rights, title and interest in and relating to the Confidential Information (including all copyright, patent, trademark, service mark, proprietary property, trade secrets and exclusive works) are and remain the exclusive property belonging to HSBC Group and the Information Providers respectively.
- d. No rights, title or interest is conveyed or transferred to you other than the right to access the information and reports subject to these Terms.
- e. An Information Provider may impose terms and conditions from time to time relating to the availability of any Information supplied by it. Subject to giving you prior notification of such terms and conditions and their effective date, you will be considered to have accepted and will be bound by the terms and conditions if you access such Information on or after that effective date.
- f. The information will be made available as it is supplied to us. The information will identify the Information Provider supplying the Information. We do not endorse or express any comment on any Information supplied by any Information Provider.
- g. The information and reports are made available for reference only. They are not intended for trading or other purposes. Making available any information or report to you shall not, by itself, constitute solicitation of the sale or recommendation of any product.
- h. Neither we nor any Information Provider confirm or guarantee the accuracy, reliability, adequacy, timeliness or completeness of any information or report or that it is fit for any purpose. Neither we nor any Information Provider assume any liability (whether in tort or contract or any other liability) for any Information or Report made available to you or any other person.

8. Our Liability

- a. We will take reasonable steps to ensure that its operating systems are installed with adequate security protection taking into account applicable regulations and prevailing market practices.
- b. However we do not warrant that the Services, third party applications, the information and the reports are free from virus or other destructive features which may adversely affect your hardware, software or equipment. We reserve the right to modify or upgrade

- its security from time to time and may require your prompt cooperation to implement any software or hardware upgrades to remove and/or prevent any virus or malware attacks.
- c. We will make reasonable efforts to ensure that the Security Device provided to you will perform as necessary to permit access to the banking services as and when required provided you safe-keep and use the Security Device in accordance with our recommendations.
 - 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) or third party applications;
 - (ii) access to any information or report or any other information, whether or not authorised by you; and
 - (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;

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, 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.
 - f. In no circumstances will (i) we, any member of the HSBC Group, or any Information Provider; (ii) any employee, officer or agent of us, any member of the HSBC Group, or any Information Provider be responsible to you or any other person for any loss of profit or interest, indirect or consequential loss.

9. Your Liability

- a. You will be fully responsible for losses and consequences arising from or in connection with use of the Services (including, without limitation, the use of the Security Device) if any of the following occurs:-
 - (i) you have acted fraudulently;
 - (ii) you have failed to take or carry out the precautionary security measures as advised by us to you;
 - (iii) you have disclosed the Identifiers to any other person;
 - (iv) you have failed to take reasonable steps to keep the Security Device secure at all times; and/or
 - (v) you have failed to report a breach of the security of an Identifier, the loss of a Security Device or any unauthorised transaction to us as soon as reasonably

practicable, upon your becoming aware of the breach, loss or unauthorised transaction respectively.

- b. If you have reported such unauthorised disclosure or use to us, and provided always that none of the circumstances mentioned in Clause 9(a)(i) to (v) above occurs, you will not be responsible for the unauthorised use that occurs after we actually receive your notification.
- c. Provided that you have kept the Identifiers secret at all times, safe kept the Security Devices, in our reasonable opinion there is no negligence or fraud or fault on your part and you fully cooperate with us, you shall not be liable for any loss or misappropriation of funds caused by unauthorized online transactions as a result of:
 - (i) a computer crime which should have been prevented by the risks control and management measures had we adopted such measures in accordance with Clause 8(a);
 - (ii) a human or system error by us; or
 - (iii) a missed or misdirected payment caused by the negligence or default by us, our officers or employees.
- d. You shall indemnify us for all losses, damages and reasonable costs and expenses which we incur or suffer as a result of or in connection with the following (or any of them):-
 - (i) your use or misuse of the Services, third party applications, information or reports; and
 - (ii) a breach of your obligations under these Terms and/or the Universal Terms and Conditions including claims by Information Providers against us from your infringement of intellectual property rights; and
 - (iii) the preservation or enforcement of our rights or exercise of our powers under these Terms;unless otherwise due to the negligence or default of us, our agent or officer or employee.

10. Suspension and Termination

- a. We may suspend all or any of the Services by giving reasonable notice to you in accordance with Clause 12a unless there is a valid reason for immediate suspension.
- b. We may terminate all or any of the Services by giving 14 days' prior notice to you in accordance with Clause 12a unless there is a valid reason for immediate termination.
- c. The reasons for suspension or termination of the Services may be due to changes to our business, technology or facilities we use, changes in law or regulations, new industry guidelines or codes of practices, or due to circumstances as provided in our Universal Terms and Conditions, in particular the clause on Suspension/Closure of Account. You acknowledge that there will be instances where we are not able to provide reasons for exercising our discretion to suspend or terminate the Services due to legal and/or regulatory restrictions.
- d. You may terminate the use of the Services at any time by giving us prior notice.
- e. Even after suspension or termination of the Services, each party remains responsible for performing and discharging the obligations and liabilities accrued before suspension or termination. Clauses 4 (Security Obligations), 7 (Confidentiality), 8 (Our Liability), 9 (Your Liability) and 10 (Suspension and Termination) of these Terms shall continue to apply even after suspension or termination of the Services by us or by you.

11. Amendments

- a. We have the right to vary these Terms from time to time by way of reasonable prior notice in the manner we reasonably consider appropriate, including posting notice on our websites, Online Banking, Mobile Banking App, notice via emails or electronic messages.
- b. The reasons for variation may be due to changes to our operation, business, technology or facilities we use, changes in law or regulations, new industry guidelines or codes of practices, or to facilitate corrections if any. We are not able to state all reasons why a variation may be needed in future, but if we vary any of the terms, we will make sure that it is reasonable with notice.
- c. Any variation of terms which impose or increase fees or charges, increase your liability, or reduce your rights shall take effect after 21 days' prior written notice to you.
- d. The variations shall be effective on the date specified in the notice and will apply to you if you continue to use any of our Services after that date. You may cease to use the Online Banking and/or Mobile Banking App at any time without notifying us.

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 and/or Mobile Banking App;
 - (ii) notice via emails or electronic messages; or
 - (iii) any other mode we reasonably consider as appropriate.You will be considered as having received any notice given by us at the time of posting or transmission of the notice.
- b. Communications sent by you to us will be considered as having been received by us on the day of actual receipt.

13. Electronic Advertising and Cookies

- a. The Online Banking and/or Mobile Banking App may contain marketing materials and product advertisements from time to time.
- b. Cookies are small text files that are placed on your browser or mobile device by the website or mobile application you visit. Through the use of cookies, we may collect information from your visit to the Online Banking and/or Mobile Banking App and use this information to remember your preferences, analyse general usage patterns, advise products or services, or to deliver marketing materials that could be of interest to you. If you set your browser or mobile device to block these cookies, then these functions and services will not be available for you.

14. Severability

If any provision of these Terms is or becomes illegal or unenforceable under any applicable regulation, such illegality or unenforceability does not affect any other provision which remains in full force and effect.

15. Waiver

No failure or delay by us in exercising our rights or remedies will operate as a waiver of that right or remedy. The rights and remedies under these Terms are intended to be cumulative and in addition to any other right or remedy we have in law.

16. Miscellaneous

Where the account in question is a joint account:

- (i) the reference in these Terms to you shall mean each joint account holder;
- (ii) each joint account holder will be bound by these Terms; and
- (iii) all joint account holders are jointly and severally liable for the transactions and dealings conducted by any of them using the Services.

17. Governing Law and Jurisdiction

The Services and the Terms shall be governed by the laws of Malaysia and the Courts of the Malaysia shall have non-exclusive jurisdiction.

18. JomPAY Terms of Use

If you use the Jompay Bill Payment application, the JomPAY Terms of Use as published on our websites shall apply:

For HSBC Bank: <https://www.hsbc.com.my/ways-to-bank/online-banking/jompay/>

For HSBC Amanah: <https://www.hsbcamanah.com.my/ways-to-bank/online-banking/jompay/>.

19. DuitNow Terms of Use

For registration of DuitNow ID and usage of the DuitNow and DuitNow QR service, the DuitNow Terms of Use as published on our websites shall apply:

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

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