

Specific Terms & Conditions For Commercial Banking

(April 2010 Edition)

Effective date:

- 17 April 2010 for new customers of HSBC Amanah.
- 24 April 2010 for existing customers of HSBC Amanah as at 17 April 2010.

These Specific Terms & Conditions are applicable to Commercial Banking accounts and services (other than Corporate Cards) opened with or provided by HSBC Amanah Malaysia Berhad ("HSBC Amanah") and should be read together with the Generic Terms & Conditions. Please take the time to read them as they are binding on you.

These Specific and Generic Terms & Conditions are available on request and on HSBC Amanah's website at www.hsbcamanah.com.my.

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

Thank you for banking with HSBC Amanah.

Specific Terms & Conditions For Commercial Banking

Clause headings are not to affect the interpretation of the clauses.

ACCOUNTS

1. BUSINESSVANTAGE / CURRENT ACCOUNT-i

This account is based on the Shariah principle of Wadiah (safekeeping).

- a ▶ The Customer authorises the Bank to utilise any part of the deposits in the account for investment purposes.
- 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.
- g ▶ Eligible for protection by Perbadanan Insurans Deposit Malaysia.

2. GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Mudharabah (*profit sharing*).

- a ▶ The Bank accepts the investment from the Customer for a fixed time period for its financing and investment projects.
- b ▶ The profit shall be determined by the Bank based on the Profit Sharing Ratio as agreed when accepting the investment from the Customer in accordance with Association of Islamic Banking Institutions Malaysia ("**AIBIM**") Rules.
- c ▶ The payment of profit, if any, shall be:
 - on the maturity date; or
 - at periodic intervals at the Bank's discretion.
- d ▶ Premature withdrawal of the investment if the investment is prematurely withdrawn, the payment of profit shall be:
 - Where the tenure of the investment placed was for 3 months or longer, profit would be paid on half the prevailing indicative rate; and
 - Where the tenure of the investment was less than 3 months, no profit would be paid.
- e ▶ All investments plus profit distributed 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.
- f ▶ If the maturity date falls on a non-banking day, it will be automatically adjusted to the next banking day.
- g ▶ Placement by cheque is subject to clearance of the cheque.
- h ▶ Eligible for protection by Perbadanan Insurans Deposit Malaysia.

3. TERM DEPOSIT-i

This account is based on the Shariah principle of Commodity Murabahah (*commodity trading*).

- a ▶ A minimum deposit amount in Ringgit or foreign currency shall be as determined by the Bank.
- b ▶ Deposits placed are subject to the prevailing rules of AIBIM.
- c ▶ Commodity Murabahah Transactions The Customer shall enter into purchase and sale transactions for Shariah compliant commodities ("**Commodity Murabahah Transactions**") to place the deposit. The Customer agrees that there shall be no physical delivery of the commodity.
- d ▶ The Customer agrees that the Bank shall act as an agent of the Customer only for the Commodity Murabahah Transactions.
- e ▶ The Bank as the Customer's agent shall in good faith, perform transactions to:-
 - purchase the commodity on cash basis ("**Purchase Transactions**"); and
 - sell the commodity on deferred payment basis to the Bank ("**Sale Transactions**") at the Murabahah Sale Price (deposit plus profit) where profit is calculated as follows:
Profit = Deposit X Rate X Number of days / 365 or 366 days
- f ▶ Commodity Murabahah Transactions shall be executed on Mondays to Fridays except for gazetted public holidays in the Federal Territory ("**Trading Days**").
- g ▶ Purchase Transactions shall be executed:
 - on the same day for placements made between 9:30am to 3:30pm on Trading Days; and
 - on the next Trading Day for placements after 3:30pm on Trading Days or on non-Trading Days.
- h ▶ The placement/renewal of the deposit shall be effective on the date the Purchase Transactions are executed. Upon execution of the Purchase Transaction, a Transaction Confirmation slip shall be given to the Customer.

- i ▶ 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 acting as the Customer's agent in the Commodity Murabahah Transactions or for any breach of the Customer's obligations. This indemnity shall continue in spite of the termination of the Bank's agency.
- j ▶ The Customer may opt for the:
 - Standard Scheme; or
 - Upfront Payment Scheme.

Standard Scheme The Bank shall pay the Customer:

 - For placements below 12 months, the deposit and profit on the maturity date of the deposit; and
 - For placements 12 months and above, the deposit on the maturity date and profit at six monthly intervals until the maturity date and if the last period to maturity is less than six months, profit shall be based on the actual remaining number of months to the maturity date. The Bank may at its discretion, also pay profit at monthly intervals.

Upfront Payment Scheme When entering the Sale Transaction with the Customer, the Bank promises (*wa'ad*) the Customer to pay the Murabahah Sale Price on the maturity date of the deposit by making an Upfront Payment. The Upfront Payment may be equivalent to the profit portion of the Murabahah Sale Price. The Bank shall pay the Customer the full Murabahah Sale Price on the maturity date of the deposit less any Upfront Payment made.
- k ▶ Premature withdrawal of the deposit if the Customer withdraws the deposit before the maturity date, the Customer agrees that the Bank shall be entitled to a compensation payment equivalent to:
 - For deposits 3 months and below: profit from the Murabahah Sale Price; and
 - For deposits above 3 months: half of the profit for the completed months plus the profit for the uncompleted months. The compensation payment shall be deducted from the Murabahah Sale Price.
- l ▶ All deposits 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.
- m ▶ If the maturity date falls on a non Trading Day, it will be automatically adjusted to the next Trading Day.
- n ▶ Placement by cheque is subject to clearance of the cheque.
- o ▶ Eligible for protection by Perbadanan Insurans Deposit Malaysia.

FOREIGN CURRENCY (FCY) ACCOUNTS-i

The Customer should first open or have a Ringgit account.

4. FCY BUSINESS VANTAGE ACCOUNT-i

This account is based on the Shariah principle of Wadiah (*safekeeping*).

- a ▶ The Customer authorises the Bank to utilise any part of the deposits in the account for investment purposes.
- b ▶ A minimum initial deposit as determined by the Bank is required. No cheque book will be issued. Cash deposit/withdrawal and overdrawing are not allowed.
- c ▶ 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.
- d ▶ 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.

- e ▶ 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.
- f ▶ 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.
- g ▶ 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.
- h ▶ Returns generated from the utilisation of deposits belong solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer which will be credited to the account every June and December or upon account closure
- i ▶ Eligible for protection by Perbadanan Insurans Deposit Malaysia.

5. FCY GENERAL INVESTMENT ACCOUNT-i

This account is based on the Shariah principle of Mudharabah (*profit sharing*).

- a ▶ The Bank accepts the investment from the Customer for a fixed time period for its financing and investment projects.
- b ▶ A minimum initial deposit as determined by the Bank is required. Cash deposit/withdrawal is not allowed.
- c ▶ The profit shall be determined by the Bank based on the Profit Sharing Ratio as agreed when accepting the investment from the Customer in accordance with AIBIM Rules.
- d ▶ Subject to the prevailing AIBIM Rules:
 - profit, if any, shall be paid on maturity date; and
 - investments may not be withdrawn before the maturity date and if exceptionally allowed, no profit is payable on the investments and the Customer shall compensate the Bank for the penalty charges and any loss calculated at prevailing market rates.
- e ▶ 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, if not the deposit (plus any profit earned / less interim profit) will be automatically renewed for the same period on maturity date.
- f ▶ 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.
- g ▶ Eligible for protection by Perbadanan Insurans Deposit Malaysia.

6. FCY TERM DEPOSIT-i (To be offered from 26 April 2010 onwards)

This account is based on the Shariah principle of Commodity Murabahah (*commodity trading*).

- a ▶ Commodity Murabahah Transactions The Customer shall enter into purchase and sale transactions for Shariah compliant commodities (*"Commodity Murabahah Transactions"*) to place the deposit. The Customer agrees that there shall be no physical delivery of the commodity.

- b ▶ The Customer must open or have:
 - a Ringgit account to convert Ringgit to the required foreign currency for the placement of the deposit; and
 - a demand deposit account in the same foreign currency for the withdrawal of the deposit; as cash deposit/withdrawal in foreign currency is not allowed.
- c ▶ The Customer acknowledges that foreign currency deposits in currency other than USD, GBP, HKD, SGD and EUR:-
 - the Purchase Transaction can only be effected two (2) banking days after the placement date, on receipt of value of the foreign currency; and
 - written disposal instructions must be received by the Bank 2 banking days before maturity date, if not the deposit (plus any profit earned / less interim profit) will be automatically renewed for the same period on maturity date.
- d ▶ Subject to the prevailing AIBIM Rules:
 - profit shall be paid on maturity date; and
 - deposits may not be withdrawn before the maturity date and if exceptionally allowed, no profit is payable on the deposits and the Customer shall compensate the Bank for the penalty charges and any loss calculated at prevailing market rates.
- 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 Term Deposit-i terms and conditions in paragraphs (a) to (i) and (l) to (m) also apply.
- g ▶ Eligible for protection by Perbadanan Insurans Deposit Malaysia.

SERVICES

7. 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 BAC.
 - (ii) **"ATM Account"** means the account (other than the Primary Account) specified by the Customer for cash withdrawals using BAC. The ATM Account is to be funded from the Primary Account through Business Internet Banking or 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 a 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.
 - (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 & 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 BACs are not transferable and shall only be used by the relevant Authorised Delegate;
 - (iv) to give the Bank such documents and information on the Authorised Delegates Primary Account, ATM Account and BACs when requested by the Bank; and
 - (v) to give full co-operation to the Bank if there is any investigation or legal proceeding relating to 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 a 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 of account for the Primary 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 the 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 unauthorised transactions carried out before 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 without giving any reason:
- 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 ▶ All new and/or replacement BACs requested by the Customer shall be issued at the Bank's discretion. The Bank may charge and debit the issuance or replacement charges to the Primary or ATM Account or any other account with the Bank.
- k ▶ The Customer acknowledges that any advice slip issued by the ATM on withdrawal using BAC represents what is purportedly withdrawn and cannot be taken as a conclusive statement of the account balance.
- l ▶ If any of the following take 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 or ATM Account is closed.

- m ▶ Any notice or 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 or ATM Account and in situations other than paragraph (f) above, shall take effect only on the Bank's receipt of the written confirmation.
- n ▶ The use of BACs is subject to the following terms and conditions, which shall prevail in the following order in case of any inconsistency:-
 - (i) these BAC Terms & Conditions;
 - (ii) the applicable Specific Terms & Conditions for the Primary or ATM Account; and
 - (iii) lastly, the Generic Terms & Conditions.

8. BUSINESS DEPOSIT CARD (BDC)

- a ▶ Definitions
 - (i) **"BDC"** (or **"Business Deposit Card"**) means a card issued by the Bank for the purpose of depositing cash or cheques through ECDM or QSM and includes any replacement card.
 - (ii) **"ECDM"** means the Bank's automated cash deposit machine. **"QSM"** means the Bank's automated cheque deposit machine.
 - (iii) **"Nominated Account"** means the current account specified by the Customer for cash and/or cheque deposits using BDC.
 - (iv) **"Nominated User(s)"** means any person(s) nominated and authorised by the Customer to receive and use a BDC.
 - (v) **"Unauthorised Person"** means any person other than the relevant Nominated User.
- b ▶ All Nominated Users are agents of the Customer when using BDC, and the Customer will ensure that each Nominated User is aware of and complies with these BDC Terms & Conditions.
- c ▶ The Customer shall be liable for all transactions carried out through BDC, whether or not carried out by the Customer or the Nominated Users.
- d ▶ The Customer agrees :
 - (i) that BDC 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 BDC may be collected by a person authorised by the Customer, and delivery by the Bank to a person identifying himself as the relevant Nominated User or person authorised to collect the BDC shall be taken as delivery to the Customer and a good discharge to the Bank;
 - (iii) that BDCs are not transferable and shall only be used by the relevant Nominated User;
 - (iv) to give the Bank such documents and information on the Nominated Users, Nominated Account and BDCs when requested by the Bank; and
 - (v) to give full co-operation to the Bank if there is any investigation or legal proceedings relating to BDC or its use.
- e ▶ The maximum number of BDCs per Nominated Account is 3. Any BDC 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 a replacement BDC and replacement charges will be debited to the account for which the replacement BDC is issued.
- f ▶ If a BDC is lost, stolen or used by an Unauthorised Person, the Customer shall immediately notify:-
 - the Manager of the Bank's branch of account for the Nominated 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 the time of the telephone notification shall be conclusive evidence. Upon receiving the telephone notification, the Bank will cancel the relevant BDC without waiting for written confirmation. The Customer remains liable for transactions carried out before cancellation of the BDC 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 BDC.
- h ▶ The Bank may at any time without giving any reason:
 - withdraw, suspend or cancel any BDC; and/or
 - change the daily and monthly deposit limits for BDC; and shall not be liable for any loss suffered by the Customer.
- i ▶ If a BDC is used after it has been withdrawn, suspended or cancelled, it will be automatically withheld by the ECDM or QSM and not returned to the Customer.
- j ▶ All new and/or replacement BDCs requested by the Customer shall be issued at the Bank's discretion. The Bank may charge and debit the issuance or replacement charges to the Nominated Account or any other account with the Bank.
- k ▶ The Customer acknowledges that any advice slip issued by the ECDM or QSM on deposit using BDC represents what is purportedly deposited and cannot be taken as a conclusive statement of the account balance.
- l ▶ If any of the following take place, the Bank has the right to immediately terminate all BDC(s) and the Customer must return all BDC(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 Nominated Account is closed.
- m ▶ Any notice or communication given by the Customer to the Bank relating to BDC must be confirmed in writing and delivered or sent by prepaid post to the Bank's branch of account for the Nominated Account and in situations other than paragraph (f) above, shall take effect only on the Bank's receipt of the written confirmation.
- n ▶ The use of BDCs is subject to the following terms and conditions, which shall prevail in the following order in case of any inconsistency:-
 - (i) these BDC Terms & Conditions;
 - (ii) the applicable Specific Terms & Conditions for the Nominated Account; and
 - (iii) lastly, the Generic Terms & Conditions.

9. 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.
 - (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 days(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
 - (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 any reason, including but not limited to:-
- breakdown or malfunction of computer, terminal connection lines, data processing system or transmission lines; or
 - any circumstances beyond the Bank’s control.
- 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 providing 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.hsbcamanah.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.
- s ▶ 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.
- t ▶ 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.
- u ▶ The use of BSA is subject to the following terms and conditions, which shall prevail in the following order in case of any inconsistency:-
 - (i) these BSA Terms & Conditions;
 - (ii) the applicable Specific Terms & Conditions for the account; and
 - (iii) lastly, the Generic Terms & Conditions.

10. 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. 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.
 - (iii) 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. 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.
 - (vii) 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 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:-
- 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:-
 - providing 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 default of any Indemnified Persons. This indemnity shall continue in spite of the 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 wilful default of any 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;
 - 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.hsbcamanah.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 without giving any reason, suspend or terminate BTB and the Bank shall not be liable for any loss suffered by the Customer.
- l ▶ 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:-
- 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 (l)(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.

o ▶ Conflict & Order of Priority

The use of BTB is subject to the following terms and conditions, which shall prevail in the following order in case of any inconsistency:-

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

11. BUSINESS INTERNET BANKING (BIB)

a ▶ Definitions

- (i) **"Authorised Delegate"** means any Primary User(s) or Secondary Users nominated and authorised by the Customer to use BIB.
- (ii) **"BIB"** (or **"Business Internet Banking"**) means the channel of communication with the Bank using internet access to the Internet Site to give instructions for banking transactions and to receive Information and services from the Bank, and subject to regulatory requirements, from any member of the HSBC Group or third party service provider.
- (iii) **"BIB Terms"** means:-
 - these BIB Terms & Conditions;
 - the Disclaimer, Internet Privacy Statement and Client Charter on the Internet Site;
 - the User Guide; and
 - any supplementary terms notified by the Bank under paragraph (n)(iii).
- (iv) **"Information"** means information, data and reports made available to the Customer through BIB, supplied either by the Bank or an Information Provider.
- (v) **"Information Provider"** means a third party provider of the Information including the party from whom it obtains any information.
- (vi) **"Institution"** means:-
 - any member of the HSBC Group other than the Bank; and
 - any third party financial institution notified by the Customer to the Bank for the purpose of BIB.

- (vii) **"Internet Site"** means an internet site maintained by the Bank or on the Bank's behalf for the provision of BIB.
- (viii) **"Password"** means the 6 to 30 alpha-numeric and special characters password adopted by any Authorised Delegate for using BIB.
- (ix) **"Primary User"** means the person(s) nominated and authorised by the Customer:-
 - to register the initial BIB portfolio;
 - to register the Secondary User(s) through an online function in the BIB menu; and
 - to use BIB.
- (x) **"Secondary User"** means the person(s) nominated and authorised by the Customer or registered/appointed by the Primary User(s) to use BIB.
- (xi) **"Security Code"** means the one-time password generated by the Security Device.
- (xii) **"Security Device"** means the electronic device which generates the Security Code.
- (xiii) **"Unauthorised Person"** means any person other than the relevant Authorised Delegate.
- (xiv) **"User Guide"** means:-
 - the prevailing guidance and information in the 'Help' pages of the Internet Site;
 - prevailing customer guides (such as the Security Device Guide and Guide to BIB); and
 - any other guidance issued by the Bank for BIB.
- (xv) **"User ID" or "Internet Banking ID"** means the unique identifier issued to each Authorised Delegate for BIB.

b ▶ BIB

- (i) The Bank has the right to end or change from time to time, any part of BIB including but not limited to:-
 - expanding or reducing BIB;
 - imposing or changing any restrictions on the use of BIB such as minimum and maximum daily limits for any banking transactions through BIB; and
 - setting or changing the service hours for BIB 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) Information provided through BIB shall not be taken as an offer or solicitation by the Bank to sell investments or accept deposits in any place other than Malaysia nor an offer of investment, legal, accounting, tax or financial advice.
- (iii) The Customer agrees to comply with the BIB Terms, and to ensure that BIB is used with care and good faith. An Authorised Delegate is an agent of the Customer when using BIB, and the Customer will ensure that the Authorised Delegate is aware of and complies with the BIB Terms.
- (iv) If the Bank is of the view that the Customer or the Authorised Delegates have breached the BIB Terms, 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 BIB.

c ▶ Registration Procedure, User ID, Password and Security Code

- (i) Each Authorised Delegate will be given a User ID and Password which are sent out separately.
- (ii) The Authorised Delegate shall follow the guidance in the Internet Site in designating the User ID and Password for identifying the Customer for BIB.
- (iii) The Bank may in its discretion require the use of a Security Code to access BIB. It will be the Customer's responsibility to apply to the Bank for the Security Device or where applicable, a replacement Security Device.
- (iv) The Customer and each Authorised Delegate shall use care and good faith to keep the User ID, Password, Security Device and Security Code secure at all times, and shall not at any time disclose the User ID, Password and/or Security Code to or let the Security Device be in the hands of, any Unauthorised Person.
- (v) The Customer shall bear the risk of any disclosure of the User ID, Password, Security Device and/or Security Code to any Unauthorised Person and the Bank shall not be liable for any loss suffered by the Customer.

- (vi) If BIB is used by an Unauthorised Person, or the User ID, Password and/or Security Code is disclosed to an Unauthorised Person, or the Security Device is lost or in the hands of 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. Upon receiving the telephone notification, the Bank will suspend and/or terminate BIB for the Customer's account(s) and/or cancel the User ID and/or Password without waiting for written confirmation. The Customer remains liable for unauthorised transactions carried out using BIB before the Bank's actual receipt of such telephone notification.

d ▶ Instructions

- (i) Each Authorised Delegate is required to key-in the User ID, Password and the Security Code (and any other identifiers set by the Bank from time to time) in order to log-on and use BIB. Instructions to the Bank through BIB:-
- must be given in such manner set by the Bank from time to time; and
 - is considered given only when actually received by the Bank.
- (ii) The Customer authorises the Bank to treat all instructions received by the Bank through BIB 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 BIB are inaccurate, incomplete or ambiguous.
- (iv) Any instructions given through BIB may not be cancelled or changed without the consent of the Bank or the relevant member of the HSBC Group. 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 BIB 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 or the relevant member of the HSBC Group 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 as a result of carrying out an instruction given through BIB.
- (vii) The Bank has the discretion, without being liable, to delay carrying out or not carry out an instruction given through BIB 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 BIB for the Customer's account(s) pursuant to paragraph (r) 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 BIB, as some may take time to process or can only be processed during normal banking hours even if BIB 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, profit sharing ratio and other information quoted by the Bank on the Internet Site or through BIB is for general information only and is not applicable to any specific 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.
- (x) Confirmation that an instruction has been received and/or a banking transaction has been carried out through BIB will be given by the Bank through BIB and shall be taken to have been received by the Customer immediately after transmission. The Customer acknowledges that it is its duty:-
- to check the received confirmation; or
 - to enquire with the Bank if the confirmation is not received within the usual timeframe. In case of non-receipt, a separate confirmation will not be given by the Bank.

- (xi) Account or transaction information made available on the Internet Site is merely for reference, and only information in the Bank's records is conclusive.
- e ▶ BIB Records
- (i) The Bank's records of the Customer's use of BIB shall be conclusively binding on the Customer.
- (ii) The Customer agrees not to object to the admission of the Bank's records as evidence in legal proceedings on the grounds that they are not originals, not in writing or produced by a computer.
- f ▶ Service Interruption
- (i) The Bank may (but is not obliged to) suspend any service under BIB 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 BIB; or
 - routine, non-routine or emergency maintenance is required.
- (ii) The Bank will use reasonable efforts to inform the Customer through BIB and/or the Internet Site if any service under BIB 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 BIB 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 ▶ Transactions with Other Institutions
- (i) The Customer authorises the Bank as its agent:-
- to request any Institution to give information about the Customer and its accounts through BIB; and
 - to use BIB to instruct an Institution to carry out instructions.
- (ii) Where the Bank sends instructions to an Institution on the Customer's behalf, the Bank is not responsible for any delay or failure by the Institution in carrying out those instructions.
- (iii) The Bank does not warrant the accuracy or sufficiency of any information given by an Institution through BIB.
- (iv) The Customer agrees that the Bank as its agent may agree with an Institution that the BIB Terms will apply where applicable between the Customer and the Institution for instructions carried out by the Institution.
- h ▶ Customer's Information
- The Customer agrees to give such information as the Bank may reasonably require from time to time for the purpose of BIB.
- i ▶ Customer's Security Duties
- (i) The Customer agrees that it is the Customer's responsibility to set up, maintain and regularly review security controls for:-
- information stored on the Customer's computing systems;
 - user IDs, Passwords and/or Security Devices; and
 - use of BIB.
- (ii) The Customer confirms that it has assessed the security features of BIB and that they are adequate to protect its and the Authorised Delegates' interests when using BIB.
- (iii) The Customer agrees to follow and to ensure that each Authorised Delegate follows:-
- the security procedures or recommendations in the BIB Terms; and
 - the Bank's instructions or recommendations on internet banking security in the "Security Tips" link on the BIB log-in page.
- (iv) The Customer agrees to ensure that each Authorised Delegate keeps their User ID, Password, Security Code and/or Security Device secure at all times and takes precautionary measures to prevent use by any Unauthorised Person such as, but not limited to:-
- never making a record of their Password in a way that might be understood by someone else;
 - not disclosing their Password to anyone (including the Bank's staff);
 - destroying any advice from the Bank on their Password promptly after receipt;

- avoid using Passwords which may be easy to guess such as dates of birth, telephone numbers, names, initials, etc;
 - informing the Bank immediately if they know or suspect that someone else knows their Password;
 - never storing their User ID or Password on any software with automatic retention (such as computer screen prompts or 'save password' feature or the like on their internet browser);
 - using BIB 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 when logging on;
 - if accessing BIB from a computer connected to a local area network (LAN) or any public internet access device or access point, always making sure that no one can observe, copy or get their access to BIB;
 - changing their Password regularly (such as every 30 days) and not alternating between passwords which have been used before;
 - keeping their User ID and Security Device in a safe place at all times; and
 - not using passwords from other internet sites.
- (v) The Customer acknowledges that it is responsible for ensuring each Authorised Delegate:-
- does not, after logging on to BIB, leave the internet terminal or let anyone else use the internet terminal; and
 - logs off from BIB at the end of every session.
- (vi) The Customer and/or its Authorised Delegate must immediately notify the Bank and change their Passwords to ones which have not been used before or request for a replacement Security Device if:-
- there is actual or suspected use of BIB by an Unauthorised Person; or
 - an Unauthorised Person knows the Password(s) or has the Security Device(s). The Customer remains liable for unauthorised instructions carried out before the Bank's suspension of BIB for the Customer's account(s) following the notification.
- (vii) The Customer agrees to immediately notify the Bank in writing to terminate the Authorised Delegate's access to BIB when:-
- the Customer suspects any impropriety on the part of the Authorised Delegate; or
 - the Authorised Delegate ceases to be the Customer's agent.
- (viii) The Customer is responsible for the performance and protection of any browser used to access BIB including prompt adoption of all security patches and other security measures given or recommended by the suppliers of such browsers from time to time.
- (ix) The Customer agrees to use a computer with up-to-date anti-virus and antispyware software, firewall and security patches to access BIB.

j ▶ Customer's Liabilities

- (i) The Customer shall be liable for all consequences resulting from the use of BIB and/or Information obtained through BIB.
- (ii) The Customer acknowledges that the Bank uses a very high level of encryption which may be prohibited in jurisdictions outside Malaysia, and it is its responsibility to ensure that accessing BIB outside Malaysia is allowed by the applicable local laws. The Bank shall not be liable for any loss suffered by the Customer due to being prohibited from using BIB outside Malaysia.
- (iii) The Customer shall not in any way try to de-compile, reverse-engineer, translate, convert, adapt, enhance, change, add, delete, tamper with or get unauthorised access to any part of BIB, the Internet Site or its software.
- (iv) 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 the BIB Terms.

- (v) 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:-
 - providing BIB;
 - acting on any instructions received through BIB which purportedly came from the Customer or the Authorised Delegate; and/or
 - the exercise of the Bank’s rights under the BIB Terms; but excluding any direct and reasonably foreseeable loss caused solely by the gross negligence or wilful default of any Indemnified Persons. This indemnity shall continue in spite of the termination of BIB and/or closure of account.
- (vi) 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 the BIB Terms, and the Bank shall not be liable for any loss suffered by the Customer.

k ▶ Bank’s Liabilities

- (i) The Bank will take reasonable care to ensure that any Information given through BIB correctly reflects the information in the Bank’s computer systems or the information provided by the Information Provider. The Customer’s use of the Information is subject to the applicable disclaimers stated in the Internet Site and/or User Guide.
- (ii) The Bank will use reasonable efforts to provide the Authorised Delegate with a functioning Security Device for access to BIB, but the Bank does not warrant the merchantable quality or fitness for purpose of the Security Device. The Bank shall not be liable if a Security Device is defective. The Bank will replace a defective Security Device at no cost to the Customer if:-
- the defective Security Device is returned to the Bank within 90 days from the date of issue; and
 - the Bank is satisfied that the Customer and/or Authorised Delegate did not cause the malfunction of the Security Device. The Bank shall also not be liable for any loss suffered by the Customer due to failure to safe-keep and/or use the Security Device in accordance with the Bank’s instructions and recommendations.
- (iii) The Bank will take commercially reasonable and practicable steps to secure BIB by:-
- installing adequate security designs to the Bank’s systems; and
 - controlling and managing the risks in operating the Bank’s systems, after taking into account applicable laws, regulations, rules, guidelines, codes of conduct and prevailing market practices.
- (iv) The Customer acknowledges that the Bank cannot guarantee complete security of BIB due to the open nature of the internet and that the use of BIB is at the Customer’s and/or Authorised Delegate’s own risk. The Customer also acknowledges that:-
- there may be time lags in transmission through the internet;
 - the Bank does not warrant the accuracy or sufficiency of the Information given through BIB; and
 - the Bank is not liable for any loss of or damage to the Customer’s data, software, computer, computer networks, telecommunications or other equipment due to use of BIB other than direct and reasonably foreseeable loss caused solely by the Bank’s gross negligence or wilful default.
- (v) The Customer acknowledges that BIB is accessed through the internet which is a public system over which the Bank has no control. The Customer acknowledges that it is its duty to ensure that the hardware and software used to access BIB is free from and adequately protected against viruses and other destructive or disruptive elements (collectively **“computer viruses”**). No warranty is given by the Bank, any member of the HSBC Group or any Information Provider that BIB and/or the Information are free from computer viruses which may adversely affect the hardware or software used.

- (vi) 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 wilful default of any Relevant Persons:-
- use of BIB, the Security Device and/or the Information by the Customer or any other person (whether or not authorised);
 - disclosure of User ID, Security Device and/or Passwords or any advices on User ID, Security Device and/or Passwords to any Unauthorised Person;
 - breach of the BIB Terms or failure to use BIB 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 BIB, any delay, interruption, interception or mutilation 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 the Security Device, 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 hacking and phishing;
 - transmission and/or storage of the Customer's information and/or data for BIB through or in any system or equipment of any communications network provider;
 - 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;
 - technical, hardware or software failures or computer viruses; 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.
- (vii) 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.
- (viii) The Bank is not obliged to monitor the Customer's use of BIB for any failure to comply with the BIB Terms including the Customer's security duties or to notify the Customer of any such failure.
- (ix) Continued provision of BIB when the Customer is in breach of the BIB Terms (whether or not the Bank is aware of such breach) is not to be taken as a waiver of the Bank's rights under the BIB Terms.

I ▶ Hyperlinked Websites

- (i) The Internet Site may have hyperlinks to other websites including those of other HSBC Group entities (collectively, **"Hyperlinked Websites"**). The Customer acknowledges that hyperlinks to non-HSBC Group websites is not an endorsement by the Bank of such third party websites.

- (ii) Any regulatory protection for the use of the Hyperlinked Websites may not apply in the Customer's jurisdiction. Use of the Hyperlinked Websites shall be at the Customer's and/or Authorised Delegate's own risk, for which the Bank shall not be liable. The Customer acknowledges that the terms and conditions of use and privacy policy for the Hyperlinked Websites should be read and understood before downloading or giving any information through the Hyperlinked Websites.

m Copyrights, Trademarks and Copying Materials

- (i) "HSBC Amanah" and the Hexagon logo are registered trademarks.
- (ii) The Bank holds a licence or owns copyright for the Internet Site and the Information provided through BIB.
- (iii) The Customer agrees that:-
- "HSBC" and the Hexagon logo; and
 - the Information including its format, manner of compilation, selection, presentation and layout; (collectively "**Proprietary Information**") are the trade secrets and property of the Bank and/or the respective Information Providers. The Customer acknowledges that it merely has the right to access the Information subject to the BIB Terms, and agrees not to hold itself out as having any proprietary right or interest in the Information.
- (iv) The Customer shall not do nor attempt to do any of the following, unless specifically allowed under the BIB Terms: -
- copy, sell, license, distribute, disseminate, transmit or supply any form of the Proprietary Information by whatever means to any other person, or commercially exploit any of the Proprietary Information;
 - remove, delete, relocate or change any proprietary markings which come with the Proprietary Information including but not limited to, any trademark or copyright notice; and
 - include or combine the Proprietary Information with any other programmes.
- (v) Access to Information supplied by an Information Provider may also be subject to the Information Provider's terms and conditions. The Customer's access to such Information after having been put on notice of such terms and conditions shall be taken as acceptance of the same.
- (vi) The Information is made available for reference only, and neither the Bank nor any Information Provider shall be taken as an investment adviser to the Customer.
- (vii) The Bank and the Information Providers do not warrant the accuracy, truth, sufficiency, timeliness, completeness or fitness for purpose of the Information. The Bank and the Information Providers shall not be liable for any loss suffered by the Customer or any other person due to reliance on the Information. Information relating to any third party's products or services (including but not limited to, insurance, takaful and unit trust funds) should not be relied on by the Customer without first checking with the third party provider. The Customer acknowledges that it is its responsibility:-
- to find out market prices and rates for trading purposes through the Customer's usual trading channels;
 - to verify the Information before relying or acting on it;
 - to get independent professional advice on any legal, accounting or tax issues which may affect the Customer due to use of BIB or the Information, transactions carried out as a result of such use, and the BIB Terms.
- (viii) Information supplied by an Information Provider will be made available on an "as is where is" basis without any checking or verification by the Bank, but the Bank will identify who the Information Provider is. The Bank shall not be taken to have endorsed any Information supplied by an information Provider.
- (ix) The Customer is only allowed to print, copy, download or temporarily store extracts from the Internet Site for the Customer's own information or when the Customer is using BIB. Any other use including but not limited to, using any part of the Internet Site on any other website or linking any other website to the Internet Site is strictly prohibited without the Bank's prior written consent.

- n ▶ Charges, Supplementary Terms, Change / Termination of Internet Site
- (i) The Customer agrees to pay the monthly service fees and charges (if any) for BIB and the Security Device as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbcamanah.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 BIB.
 - (ii) The Customer acknowledges that the Customer will incur telephone and internet service provider's charges when using BIB.
 - (iii) The Bank reserves the right to introduce new features for BIB subject to supplementary terms to be notified to the Customer.
 - (iv) The Bank reserves the right to change the Internet Site through which the Customer accesses BIB.
- o ▶ Authority and Indemnity
- (i) The Customer authorises the Bank to act upon written instructions concerning the administration of BIB, when signed or purported to be signed by its relevant authorised signatory(ies). Such written instructions include but not limited to:-
 - removing or replacing any Authorised Delegate;
 - resetting any Passwords; or
 - taking any action for the continued and orderly operation of BIB.
 - (ii) If the written instructions are sent to the Bank by facsimile transmission or other electronic communication, 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 or other electronic communication 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 (o)(ii) above, the Bank has the right not to act on any written instructions received by facsimile transmission or other electronic communication. The Bank agrees to use reasonable efforts to inform the Customer if the Bank is not acting on such facsimile instructions or other electronic communication.
 - (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.
- p ▶ Electronic Advertising
- The Bank may advertise on the Internet Site or through BIB itself:-
- its own products or services; and
 - third parties' products or services.
- The Customer acknowledges that any requests to the Bank not to send it any marketing materials will not apply to these electronic advertisements and the Customer consents to receiving them when accessing the Internet Site and/or BIB.
- q ▶ Termination
- (i) The Bank or the Customer can terminate BIB 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 BIB for the Customer's account(s) with immediate effect by written notification to the other, if the other party materially breached the BIB Terms 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 the BIB Terms which are meant or required to apply even after termination.
 - (iv) Upon termination of BIB for the Customer's account(s) for any reason, the Customer must ensure that neither the Customer, its Authorised Delegates nor its employees do anything which will compromise the security of:-
 - BIB or the systems; or
 - any other BIB customers.

r ▶ Agencies and Notices

- (i) The Bank reserves the right to appoint agent(s) to provide all or any part of BIB, and references in the BIB Terms to **“the Bank”** covers such agent(s) including in limitation of liability clauses.
- (ii) All notices and communications under the BIB Terms:-
 - 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.
- (iii) In addition to (ii) above, notices and communications from the Bank to the Customer may be given electronically through BIB, and shall be taken to have been received in the case of:-
 - e-mail communication, immediately after sending of the message by the Bank; and
 - posting on the Internet Site, immediately after such posting by the Bank.

s ▶ Miscellaneous

- (i) 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 BIB. 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 BIB and/or closure of account.
- (ii) Where tools and other facilities for the Internet Site (collectively, **“Tools”**) are provided to the Authorised Delegates not as part of BIB, but by another entity of the HSBC Group, such Tools shall be subject to separate applicable terms and conditions, exclusions and disclaimers.
- (iii) Accounts which the Customer accesses through BIB remain subject to the Bank’s right of combination and set-off.

t ▶ Conflict & Order of Priority

The use of BIB is subject to the following terms and conditions, which shall prevail in the following order in case of any inconsistency:-

- (i) the BIB Terms;
- (ii) the applicable Specific Terms & Conditions for the account; and
- (iii) lastly, the Generic Terms & Conditions.