

HSBC AMANAH MALAYSIA BERHAD ("HSBC AMANAH")

UNIVERSAL TERMS & CONDITIONS

(April 2010 Edition)

These Universal Terms & Conditions consist of:

- Generic Terms & Conditions (not applicable to credit cards-i);
- Specific Terms & Conditions for HSBC Amanah Premier;
- Specific Terms & Conditions for Personal Financial Services; and
- Cardholder Agreement for MPower Visa Credit Card-i / MPower Visa Platinum Credit Card-i / HSBC Premier MasterCard Credit Card-i.

These Universal Terms & Conditions are available on request and on HSBC Amanah's website at www.hsbcamanah.com.my. Please take the time to read them as they are binding on you.

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

Thank you for banking with HSBC Amanah.

GENERIC TERMS & CONDITIONS

(April 2010 Edition)

These Generic Terms & Conditions (not applicable to credit cards-i) should be read together with the Specific Terms & Conditions of the relevant account / product / service opened with or provided by HSBC Amanah.

GENERIC TERMS & CONDITIONS

CLAUSE HEADINGS ARE NOT TO AFFECT THE INTERPRETATION OF THE CLAUSES.

Account Statements

1 Where account statements are applicable, they are sent monthly or, at such other intervals as instructed by the Customer or as stated in the applicable Specific Terms & Conditions or account-related documentation.

The Customer agrees to promptly check and reconcile the contents of each account statement and transaction record from the Bank with the Customer's own records to see if there are any errors, omissions, discrepancies or irregularities (collectively "**Irregularities**").

If the Customer does not notify the Bank in writing of any Irregularities **within 60 days from the account statement date**, the contents of the account statement including the Irregularities shall be taken to be in order and conclusively authorised by and binding on the Customer, who shall be taken to have given up any right to object or claim against the Bank for the Irregularities, and the Bank shall not be liable for the Customer's loss, if any.

Where account statements are applicable, they are sent monthly or, at such other intervals as instructed by the Customer or as stated in the applicable Specific Terms & Conditions or account-related documentation.

Consolidation & Set-Off

2 If the Customer owes any debt (whether actual, contingent, present or future) to the Bank and/or HSBC Bank Malaysia Berhad ("**HSBC**") (the Bank's holding company) solely or jointly with any other person including any unpaid withholding tax (collectively "**Indebtedness**"), the Customer agrees that the Bank may do the following:-

- (a) consolidate the credit balances in all the Customer's accounts with the Bank (where balances are in different currencies, the Bank may convert one currency to another using its spot rate of exchange on the day of conversion);
- (b) put a hold on such amount of the credit balances which equals the amount of the Indebtedness;
- (c) after the end of 7 days' prior notice, apply such credit balances (even if it involves uplifting any deposit before maturity date) against the Indebtedness (where the balances and Indebtedness are in different currencies, the Bank may convert one currency to another using its spot rate of exchange on the day of conversion); and

- (d) the remaining credit balances, if any, shall be held on substantially the same terms as before the consolidation or on such other terms as the Bank considers appropriate in the circumstances.

The Bank's right and authorisation under this Clause shall not be affected by the Customer's death, bankruptcy, insolvency, composition with other creditors or any legal proceedings against the Customer.

Customer's Details

3 The Customer agrees to promptly notify the Bank in writing of any changes in the Customer's address, telephone, mobile phone and/or facsimile number, and for a company or partnership including any changes in the Customer's name and/or constitution. Pending receipt of such notice, the Bank shall send all communications to the latest address and/or number stated in the Bank's records and shall not be liable for any loss suffered by the Customer.

Joint Accounts

4 For an account opened and maintained in more than one name:-

- (i) each Customer's liabilities and obligations is joint and several and notice to one Customer shall be taken as notice to all;
- (ii) words indicating singular in these Generic Terms & Conditions shall be read to include plural and vice versa, and reference to Customer's signature shall be read to include each signature of the authorised signatories;
- (iii) a Customer shall remain bound by these Generic Terms & Conditions even if the other Customer(s) is(are) in fact not bound;
- (iv) the Bank has the right to deal with each Customer separately on any matter including discharging any liabilities to any extent without affecting the liabilities of the other Customer(s);
- (v) all Customers are jointly and severally liable for the use of any personal identification number (PIN) even if it was applied for by only one of the Customers;
- (vi) in case of death or winding-up of any of the Customers, the Bank shall hold the credit balances in the account to the sole order of the survivor(s) subject to the Bank's prior rights or claims, and payment to the survivor(s) is a complete discharge to the Bank; and
- (vii) if any Customer withdraws his/its mandate for the other Customer(s) to operate the joint account, the Bank shall not be liable for any loss suffered by the Customers due to putting a hold on the joint account pending receipt of joint written instructions from all the holders of the joint account.

Corporate / Partnership Accounts

5 Where the Customer is a company, the mandate given for opening the first account shall apply to subsequently opened account(s) of the same type unless a separate mandate is given for such subsequent account(s).

Where the Customer is a partnership or other unincorporated body of persons, the liability of all partners or all office-bearers shall be joint and several, and the mandate given shall remain in force until revoked in writing even if there is any change in the name of the partnership or in the constitution of the partnership by death, bankruptcy, retirement, resignation or admission of new partner(s). The Bank has the right to treat the surviving or remaining partner(s) as having full power to carry on business and to deal with the partnership assets as if there had been no change in the partnership.

Operation of Corporate / Partnership Accounts

6 The Customer shall give the Bank the names and specimen signatures of all the authorised signatories on the Bank's specimen signature cards. In case of changes to the authorised signatories, the Customer agrees to promptly notify the Bank in writing by giving a certified true copy of the relevant resolution. The Customer acknowledges that such changes shall take effect after the Bank confirms in writing that its records have been updated.

The Customer agrees that the Bank has the right to reject cheques, instructions and communications with signature(s) which do not match the specimen signature(s) on record, but that the Bank also has the right to act on the same if the Bank has reasonable grounds to believe that it did in fact come from the Customer.

Amendment of Terms & Conditions

7 These Generic Terms & Conditions, the Specific Terms & Conditions and any of the Bank's products or services (including its features or limits) may be changed, added to, deleted, terminated or suspended (without affecting liabilities for any prior breaches) by way of :

- (i) notice on any of the Bank's internet websites;
- (ii) notice in the account statement;
- (iii) notice at automated teller machines (ATM), electronic funds transfer at point of sale (EFTPOS) terminals or other electronic terminals;
- (iv) notice at any of the Bank's branches;
- (v) any other mode the Bank views suitable; or
- (vi) sending a notice to the Customer's address according to Clause 3 and Clause 4(i) above, such notice to take effect on the 3rd day after posting even though the notice may later be returned undelivered.

Changes or additions which:-

- impose or increase charges;
- increase the Customer's liability for losses; or
- adjust ATM card transaction limits;

for electronic fund transfers via ATM, automated cash deposit facilities and/or telegraphic transfers, shall take effect after 30 days' prior written notice to the Customer.

The Customer shall be taken to have accepted the change(s), addition(s), deletion(s), termination or suspension unless the Customer takes positive action to close the account or terminate the service before the end of the relevant notice period. The Customer remains liable for all transactions before the closure or termination.

All other notices from the Bank can also be given in the above manner.

Laws & Regulations Applicable to HSBC Group

8 The Customer acknowledges that the holding of accounts and use of services provided by the Bank are subject to the laws of Malaysia and other relevant jurisdictions, and to the supervisory authority of Bank Negara Malaysia and other applicable regulatory authorities in Malaysia and other relevant jurisdictions.

The Customer acknowledges that the Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. Such action may include but is not limited to:-

- the interception and investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any other member of the HSBC Group; and
- making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

Neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit, data or profit) or damage suffered by any party arising out of:

- (i) any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages or other information or communications, or in performing any of its duties or other obligations in connection with any accounts or the provision of any services to the Customer, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or

- (ii) the exercise of any of the Bank's rights under this Clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this Clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

Suspension / Closure of Account

9 The Customer acknowledges that the Bank has absolute discretion:-

- (i) not to carry out any instructions or suspend the use of an account if the Bank doubts its authenticity or considers it appropriate to do so; and/or

to close an account by giving 2 weeks' written notice to the Customer sent by registered post (not AR registered) to the Customer's address according to Clause 3 and Clause 4(i) above, such notice to take effect on the 3rd day after posting even though the notice may later be returned undelivered. The Bank is not obliged to give reasons for exercising this discretion.

Disclosure of Customer's Information

10 To enable the Bank to consider whether to provide the Customer with any account, product or service (collectively, "**service**" or "**services**") the Customer is required to supply to the Bank from time to time the Customer's personal details and information ("**Personal Data**") and failure to do so may result in the Bank's inability to provide such service. The Personal Data will be used for considering the Customer's request and subject to the Bank agreeing to provide such service, the Personal Data (which shall thereafter include, without limitation, all details and information pertaining to any of the Customer's account held with the Bank and any of the Customer's transactions and dealings with or through the Bank – collectively, "**Personal Data**") will be used in connection with the purposes set out below.

The Customer agrees that the Bank may use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia) such Personal Data to, from or with any person as the Bank may consider necessary including without limitation (a) any member of the HSBC Group which (i) provides group management oversight of the Bank and/or global and regional support, or (ii) carries on business within the financial services industry, or (iii) is a provider of services to other members of the HSBC Group; (b) any service provider or third party; (c) any credit bureaus or agencies established or to be established by Bank Negara Malaysia or any of its subsidiaries, or by any other authorities; (d) the Association of Islamic Banking Institutions Malaysia (AIBIM); and/or (e)

any debt collection agencies that may be appointed by the Bank for any and all purposes including without limitation:-

- in connection with such service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Customer) any such Personal Data with the Personal Data concerning the Customer in the Bank's possession; and/or
- for the purpose of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Customer generally; and/or
- for purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
- for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
- for purposes of any legal process initiated by or served on the Bank (whether or not the Bank is a party); and/or
- any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time.

If the Customer has a joint account, the Bank may also disclose to any of the co-account holders information provided to the Bank in relation to the account.

The Customer understands that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Malaysian law or the law of any jurisdiction to which such information is transmitted). The Bank may transfer the Personal Data outside Malaysia. Other countries may not provide the same level of protection for data as Malaysia. However, all Personal Data held by the HSBC Group or by its sub-contractors or agents will be afforded a high level of protection against any unauthorised or accidental disclosure, access or deletion. The Customer agrees to the Personal Data being used as described and that it may be transferred as stated above.

The Bank may use, analyse and assess information held about the Customer and the Customer's account, including the nature of the Customer's transactions, to give the Customer information about products and services from members of the HSBC Group and those of selected third parties which the Bank thinks may interest the Customer via telephone, mobile phone, electronic media, post or other means. The Bank may pass this information to other members of the HSBC Group so that they may do the same unless the Customer has objected to such disclosure for purposes of cross-selling.

Depending on the type of data, including but not limited to Personal Data and information pertaining to the Customer's account, and where it is held, the Customer may be entitled to request details (including copies) of the information that the Bank holds about the Customer and to require the Bank to correct any inaccuracies. The Bank may charge a fee for the providing of any data. Requests for further information should be addressed to:

Head of Operations
HSBC Amanah Malaysia Berhad
Ground Floor, Wisma Hamzah-Kwong Hing
1 Leboh Ampang
50100 Kuala Lumpur

The Customer may, at any time, choose not to receive such direct marketing information. The Customer needs to write to Direct Mailing Exclusion Coordinator at P.O. BOX 10244, 50912 Kuala Lumpur, Malaysia with the Customer's request and the Bank will delete the Customer's name from its direct marketing mailing lists without charge.

Tape Recording

11 The Bank may choose (but is not obliged) to record the Customer's verbal instructions and/or communication with the Bank. 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.

Document Management

12 The Customer acknowledges that the Bank is not obliged to provide copies of any cheques, cashier's orders, bank drafts, receipts, confirmations, advices, vouchers, documents, recordings or other items (collectively, "**Documents**") relating to any type of account:-

- after the Bank has completed the relevant transaction;
- after microfilming, scanning or storing in whatever medium; or
- after the account has been closed by the Customer or by the Bank.

The Customer agrees that the Bank shall not be liable for any loss suffered by the Customer due to the unavailability of the Documents which have been dealt with by the Bank according to the Bank's document retention policy.

"Know Your Customer"

13 The Customer acknowledges that the Bank is required to carry out a due diligence to identify and to find out the background of its customer. The Customer agrees to sign such declarations, do such

acts and/or provide such documents requested by the Bank for this purpose within the required time period, and that not doing so may result in the Bank suspending, closing or limiting the usage of the account including but not limited to disallowing any transfer of funds to third parties. If the account is to be closed, the Bank reserves the right to return the funds in the account to the source from where it came.

Withholding Tax

14 The Customer authorises the Bank to deduct at source, any applicable tax or withholding tax for profit earned.

Breach of Terms & Conditions

15 If the Customer does not comply with these Generic Terms & Conditions, the applicable Specific Terms & Conditions or account-related documentation, the Bank shall not be liable for any loss suffered by the Customer.

Customer Complaints

16 The Customer accepts that the complaints procedure is as follows:-

- (a) Complete and submit a Complaints Form or send a letter providing adequate details to the Bank.
- (b) The Bank will carry out an investigation into the complaint.
- (c) The Bank will notify the Customer of the outcome of the investigation.
- (d) If the Customer is not satisfied with the findings of the investigation, the Customer may appeal to the Manager, Customer Experience Team and/or refer the complaint to the Financial Mediation Bureau or Bank Negara Malaysia (as applicable).

Customer's Security Duties

17 In these Generic Terms & Conditions:-

“**ATM**” means automated teller machine.

“**Available Balance**” means funds in the account based on the Bank's records including unused overdraft limits (if any) but excluding uncleared cheques and any hold on any sums.

“**Card**” means ATM cards and includes credit cards when used in an ATM.

“**PIN**” means personal identification number.

The Customer agrees that:-

- (a) It is the Customer's responsibility to keep all Cards, PINs, passwords, cheque books and any other means of obtaining access to accounts secure and under personal control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

The Customer must take precautionary measures to prevent security breaches such as, but not limited to:-

- not changing the PIN or password to a number and/or name (i) which may be easy to guess such as dates of birth, telephone numbers, names, initials, etc; or (ii) which is a sequence of numbers associated with the account number;
 - not disclosing the PIN or password to anyone (including the Bank's staff) and not stating it in any instructions given to the Bank whether verbally, in writing or by facsimile;
 - never making a record of the PIN or password in a way that might be understood by someone else;
 - never writing the PIN or password on the Card or account statement or anything that is connected with the Bank;
 - promptly destroying any advice from the Bank concerning the PIN after receipt; and
 - informing the Bank immediately if the Customer knows or suspects that someone else knows the PIN or password.
- (b) All transactions carried out using any Card, PIN or password shall be taken as "authorised transactions" if:-
- (i) the Card and the corresponding PIN or password was used and the security of the Bank's fund transfer system was fully functional on that day; and
 - (ii) the officers of or agents appointed by the Bank were not fraudulent or negligent in carrying out the transaction.

Use of ATM Card

- 18 (i) The Bank shall charge the following fees:-
- issuance fee for new Card;
 - annual recurring fee; and
 - replacement fee for lost or damaged Card;
- the amounts are as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbcamanah.com.my.
- (ii) Any Card retained by the ATM or automated cash deposit facilities located:-
- within the Bank's or HSBC's premises and not collected after 2 banking days from date of retention; or
 - outside the Bank's or HSBC's premises;

shall be destroyed.

Issuance fee for new Card will apply if Customer later requests for a Card.

- (iii) The Bank shall cancel any Card that has not been used to carry out a withdrawal within such period prescribed by the Bank. Issuance fee for new Card will apply if Customer later requests for a Card and such fee will be debited to the Customer's account.
- (iv) The Customer must notify the Bank immediately of any loss or theft of any Card or disclosure (or suspected disclosure) of any PIN or password. The Customer remains liable for all transactions entered into before such notification to the Bank.
- (v) All Cards remain the property of the Bank and must be surrendered by the Customer upon the Bank's request or closure of account, and returned to the Bank upon the Customer's death. The Bank has the right to withdraw, limit or prohibit the use of the Card at any time at its discretion and if this happens, the Card will be retained by the ATM.
- (vi) The Bank has the right to allow at its discretion, any Customer to a joint account who has ceased to have joint authority to continue using the Card until the Card is surrendered to and acknowledged by the Bank in writing.
- (vii) All cash withdrawals from ATM are subject to:-
 - (a) a daily limit of RM5,000 or such other amount as notified by the Bank from time to time;
 - (b) charges as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbcamanah.com.my; and
 - (c) the Available Balance in the account being enough to cover both the amount to be withdrawn and the charges.
- (viii) Card transactions carried out in foreign currencies will be debited to the Customer's account after conversion to Ringgit Malaysia at the Bank's spot rate of exchange on the day of conversion.
- (ix) The Customer acknowledges that the credit or debit balance on the ATM video screen or advice slip may be pending verification and/or clearance and cannot be taken as a conclusive statement of the account balance.

Cheque & Cash Deposits

- 19 (i) The Customer agrees to follow the prescribed procedures correctly when using the automated facilities provided by the Bank for cheque and cash deposits. The Customer agrees that all uncrossed cheques should be crossed by drawing 2 parallel diagonal lines across the top left hand corner of the cheque before depositing and the Bank shall not be liable for any loss suffered by the Customer as a result of failing to do so.

- (ii) The Customer acknowledges that all cash deposits (other than through the automated cash deposit facilities) must be handed directly to the Bank's teller. The Customer agrees not to leave cash unattended until the Bank's teller has physically accepted it and further agrees to:-
- count all cash received before leaving the counter as the Bank will not be responsible for any shortfall once the cash has been handed over to the Customer;
 - check all debit or credit transaction advices as against counter transactions;
- and the Bank shall not be liable for any loss suffered by the Customer as a result of failing to do so.
- (iii) Every deposit made by whatever means, shall be taken to have been made only when verified by 2 members of the Bank's staff, duly cleared and entered into the Bank's records.
- (iv) The Customer acknowledges that the deposited amount on the video screen of the automated facilities or advice slip may be pending verification and/or clearance and cannot be taken as a conclusive statement of the account balance.

Foreign Currency Cheques

- 20 (i) The Customer acknowledges that:-
- the Bank may be subject to foreign laws when collecting foreign currency cheques on behalf of the Customer from a paying bank outside Malaysia ("**foreign collection**"); and
 - the foreign laws may allow the paying bank to demand refund from the Bank within 6 years after the cheque has cleared.
- (ii) The Customer agrees:-
- that the Bank reserves the right to debit the Customer's account for the refund;
 - that the Bank shall not be liable for any loss suffered by the Customer; and
 - to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the foreign collection. This indemnity shall continue in spite of the termination of any service and/or closure of any account.

Inward Remittances

21 The Bank reserves the right:-

- (i) to debit the Customer's account with the same amount credited earlier, when the relevant cheque, instrument, payment order or instruction is subsequently returned unpaid or cannot be presented or cleared due to loss or destruction or misplaced in the process of presenting or, if the amount was wrongly credited in the first place, and the Bank shall not be liable for any loss suffered by the Customer;
- (ii) to amend under advice, the pay-in-slip due to errors, wrong addition, missing items or third party account payee cheques collected in error;

(iii) to stop any inward remittance in favour of the Customer if the originator's information received by the Bank is incomplete, and the Bank shall not be liable to the Customer for the delay or rejection of the inward remittance.

(iv) to reverse any payments received through MEPS Interbank GIRO from a resident or external account for credit to the Customer's external account with the Bank, if the amount is more than RM5,000 per day and/or if it is from a non-permitted source under Exchange Control regulations.

Outward Remittances

22 (i) The Customer acknowledges that:-

- all applications for outward remittances (e.g. telegraphic transfers, demand drafts, cashier's orders, RENTAS, MEPS Interbank GIRO) are subject to the Bank's daily cut-off times;
- applications for same day value are also subject to cut-off times based on the geographical location of the recipient;
- applications for outward remittances received after the relevant cut-off time will only be processed on the next banking day; and
- for remittances dependent on other institutions, the Bank will process the application according to the Bank's daily cut-off times and forward the same to the other institution for their processing and the Bank shall not be liable to the Customer for any delay and/or error in processing on the part of the other institution.

(ii) The Customer agrees that:-

- the application for telegraphic transfers or demand drafts will be carried out by the Bank in the same currency in which the Customer pays the Bank, unless the Customer specifically instructs the Bank in writing differently;
- where applicable, if the Bank is unable to give a firm quotation for the rate of exchange, the Bank shall carry out the remittance based on a provisional rate and when the actual rate is known, any difference between the provisional rate and the actual rate shall be debited or credited to the relevant Customer's account; and
- all charges for remittances are to be debited to the relevant Customer's account.

(iii) The Bank reserves the right to draw the telegraphic transfer or the demand draft on a different place from that specified by the Customer if the Bank's operational circumstances require it.

(iv) The Bank has the discretion to send the telegraphic transfer literally or in cipher. The Customer acknowledges that telegraphic transfers (including demand drafts if sent on behalf of the Customer at the Customer's request), are sent at the Customer's sole risk.

(v) The Customer acknowledges that transfer of funds from a credit card account to any third party account through MEPS Interbank GIRO is treated as a cash advance and the relevant Cardholder Agreement applies.

- (vi) The Customer agrees that the Bank shall not be liable to the Customer:-
- for any loss or delay which may take place in the transfer, transmission and/or application of funds; or
 - in the case of telegraphic transfers (as instructed by the Customer or deemed necessary by the Bank), for any error, omission or mutilation which may take place in the transmission of the message (literally or in cipher) or for its misinterpretation by the receiving party when received;

and the Customer agrees to indemnify the Bank against any actions, legal proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation.

Carrying Out Payment / Remittance Instructions

- 23 (i) The Bank reserves the right to carry out the Customer's payment or remittance instructions by any method the Bank sees fit in spite of any specific instructions from the Customer. The Customer acknowledges that any request for cancellation of a payment or remittance instruction must be made in writing and the Bank has the discretion whether or not to cancel the same.
- (ii) If the Customer's payment or remittance instructions need to be carried out via a payment or clearing system operated by a third party, the Customer agrees that the Bank may use any correspondent, agent, sub-agent, agency or any other financial institution (collectively, "**Intermediary**"), and the Customer consents to the Bank disclosing all necessary information to the same. The Customer acknowledges that such payment or remittance less any applicable charges, shall be credited to the beneficiary's account based solely on the account number given by the Customer.
- (iii) The Customer agrees that the Bank or relevant Intermediary shall not be liable for any failures, delays, errors, omissions, interruptions, misinterpretation or any other outcome due to the payment or remittance instructions being sent or received through whatever channels of communication.
- (iv) The Customer consents to the Bank disclosing the Customer's name and account number in the transaction details sent to the recipient financial institution and/or the payee.

Carrying Out Standing / Periodic Instructions

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

for standing or periodic payment instructions and subject to Clause 27 below, the Customer acknowledges that such changes or amendments shall take effect after 1 week from the Bank's receipt of such notice.

- (ii) The Customer agrees that the Bank has the discretion to terminate the standing or periodic payment instructions with regard to future payments at any time, by written notice to the Customer or after receipt of written confirmation from the payee named in the standing or periodic payment instructions that no further payment is required.
- (iii) The Customer acknowledges that the standing or periodic payment instructions will be carried out provided there are sufficient funds in the account and the Bank shall not be liable to the Customer for any missed payment due to insufficient funds.
- (iv) If the standing or periodic payment instructions are given for a payment limit, the Customer acknowledges that the Bank does not have any responsibility to verify the correctness of the amounts charged by the payee, and any disputes over the amounts are to be settled by the Customer directly with the payee.

Autopay Services

25 In these Generic Terms & Conditions:-

"Autopay" means batch payments using a numerically based system.

"Autopay In" means payments to the Customer using Autopay.

"Autopay Out" means payments by the Customer using Autopay.

"Autopay Services" means either Autopay In or Autopay Out.

- (i) The Customer acknowledges that Autopay Services is dependent on a numerically based system and therefore the Bank is not obliged to ensure that the account/payee names given by the Customer are identical or similar to the account names in the Bank's records, and agrees that a transfer to or from an account having the same number as that given by the Customer shall be a good and complete discharge by the Bank of the Customer's instructions.
- (ii) The Customer authorises the Bank to debit the Customer's account with the charges for Autopay Services as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbcamanah.com.my.
- (iii) The Customer acknowledges that:-
 - if a payment due date falls on a holiday, entries will be passed on the banking day prior to the holiday;
 - if there is insufficient funds in the Customer's account on 3 consecutive occasions under Autopay Out or if there is no transaction under Autopay Services for 12 consecutive months, the Bank may cancel the Customer's instructions with prior notice to the Customer;

- Autopay Services may be terminated by the Bank at any time by giving 7 days' prior written notice to the Customer.
- (iv) The Customer acknowledges that the Bank is not liable for any loss or delay which may take place in the transfer, transmission, input and/or application of funds and the Customer agrees to indemnify the Bank against any actions, proceedings, claims, demands or liabilities which may arise in connection with such loss or delay.
- (v) The Customer agrees to indemnify the Bank against any actions, proceedings, claims, demands, liabilities, losses, damages, costs and expenses which the Bank may incur as a result of carrying out the Customer's instructions under Autopay Services.

Priority of Payment

26 The Customer agrees that the Bank has full discretion to conclusively determine the order of priority of payment from the funds of the Customer, of any cheque drawn on the Customer's account or any standing or payment instructions from the Customer.

Customer's Instructions

27 The Customer acknowledges that the Customer's instructions may be carried out even though:-

- (a) they conflict with or are inconsistent with other instructions or mandates given by the Customer to the Bank; and/or
- (b) account(s) which are for the time being in credit or overdrawn, may become or remain overdrawn as a result.

In any of the above cases, the Customer shall be liable for any resulting advance or financing facilities created subject to profit at the rate determined by the Bank, and Clause 2 above shall apply. The Customer shall ensure that there are sufficient funds in the Customer's account or prearranged financing to meet all payment instructions.

All instructions by a Customer shall remain effective for the protection of the Bank for payments made or instructions carried out in good faith in spite of death, bankruptcy or winding-up or the revocation of any such instructions by any means by the Customer, until written notice with documents evidencing such death, bankruptcy, winding-up or such revocation is received by the Bank.

Beyond Bank's Control

28 The Customer shall not hold the Bank responsible for any loss or damage which the Customer may suffer directly or indirectly relating to any service, due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, attempted

or actual acts of terrorism, outbreak of epidemics, acts of God or any circumstances beyond the Bank's control.

Telecommunications

29 (i) Subject to Clause 30:-

- (a) at the request of the Customer, the Bank is authorised to release information relating to the Customer's account, exchange rates or profit rates (subject to fluctuation) at its discretion via telephone, telex or facsimile. Information or rates given via telephone shall not be binding on the Bank unless subsequently confirmed by the Bank in writing;
 - (b) the Customer authorises the Bank to send any account information, updates and reminders pertaining to the Customer's account via short messaging service ("**SMS**") or multimedia messaging service ("**MMS**") to the Customer's mobile phone number according to Clause 3, including outstanding balance, available balance, financing limit (if any) and any other updates that the Bank may make available from time to time.
- (ii) The Bank is authorised to rely and act on the instructions received by the Bank from the Customer via telephone, mobile phone (including SMS or MMS sent from the Customer's mobile phone number according to Clause 3), telex, facsimile or other means of telecommunication ("collectively, **Telecommunication Instructions**") and the Customer agrees that the Bank is authorised to treat any Telecommunication Instructions which the Bank in its sole discretion believes came from the Customer (after taking reasonable steps to verify the identity of the person giving or the source of the Telecommunication Instructions) as fully authorised by the Customer and to rely and act on it, and the Bank shall not be liable for any loss suffered by the Customer if such Telecommunication Instructions did not in fact come from the Customer.

In spite of what is stated in this Clause, the Bank is not obliged to accept and act upon Telecommunication Instructions regarding:-

- change in account mandate;
- change of authorised signatories;
- grant of Power of Attorney to another person or entity;
- payment instructions;
- closure of account(s) and transfer of the remaining balance.

- (iii) The Customer agrees to indemnify the Bank against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which the Bank may sustain, suffer or incur as a result of the Bank acting on the Telecommunication Instructions in good faith, and the Bank is authorised to debit any account(s) of the Customer with such sums and Clause 2 above shall apply. This indemnity shall continue in spite of any revocation of authorisation, termination of any service and/or closure of any account.

- (iv) The Bank may at its discretion, introduce further security measures to ensure, as far as possible, that the Telecommunication Instructions have been authorised by the Customer.
- (v) The Customer may revoke the authorisation in this Clause 29(i)(a) or (b) and/or Clause 29(ii) by written notice signed according to the account mandate and given to the branch of account.

Indemnity from Customer

30 The Customer shall discharge the Bank from all liabilities and indemnify the Bank against all losses, damages, fees, costs, charges, taxes, duties, imposts and expenses (including legal costs) which the Bank may sustain or incur and which have arisen either directly or indirectly in relation to the circumstances set out below, and the Bank is authorised to debit any account(s) of the Customer with such sums and Clause 2 above shall apply:-

- (a) the maintaining of, use or purported use of the Bank's services, products or facilities and/or the Card, PIN or password by the Customer or any other person (the Customer shall be liable for all transactions effected until the PIN has been cancelled by the Bank);
- (b) the Customer's breach of or non-compliance with these Generic Terms & Conditions, the applicable Specific Terms & Conditions, any account-related documentation or any applicable laws and regulations;
- (c) the Customer's negligent acts or omissions;
- (d) the Bank accepting instructions from the Customer or which the Bank believes in good faith to have come from the Customer (whether so authorised or not) and acting or failing to act on the same, unless due to the negligence or fraud of the Bank;
- (e) enforcement by the Bank of its rights under these Generic Terms & Conditions, the applicable Specific Terms & Conditions or any account-related documentation;
- (f) any delay in payment or the debit or credit into the Customer's account as a result of Clause 8 and/or Clause 9(i) above.

This indemnity shall continue in spite of the termination of any service and/or closure of any account.

Legal Expenses

31 The Customer agrees that:-

- (a) all legal expenses incurred by the Bank for the recovery of any amount from the Customer under any credit facilities or account shall be borne by the Customer; and
- (b) the judgment sum shall carry compensation charges at the rate(s) applicable to the financing facilities or account from the date of judgment to the date of full payment.

Conflict & Order of Priority

32 If there is any inconsistency between these Generic Terms & Conditions, the applicable Specific Terms & Conditions and any account-related documentation, the terms and conditions shall prevail in the following order:-

- (a) the account-related documentation;
- (b) the applicable Specific Terms & Conditions; and
- (c) lastly, these Generic Terms & Conditions.

If there is any inconsistency between:-

- (i) the English version of these Generic Terms & Conditions, or the applicable Specific Terms & Conditions; and
- (ii) the Bahasa Malaysia version;

the English version shall prevail.

Notices

33 Any statement, notice, communication or demand for which the manner of delivery is not specifically stated in these Generic Terms & Conditions, the applicable Specific Terms & Conditions or the Client Charter (available on the Bank's website at www.hsbcamanah.com.my):-

- (a) that is required to be in writing, may be given by the Bank to the Customer by:-
 - delivery or ordinary / registered (not AR registered) post, to the Customer's address according to Clause 3 and Clause 4(i) above, and shall be taken to have been received at the time of delivery or on the 3rd day after posting even though it may later be returned undelivered; or
 - posting on the Bank's website, and shall be taken to have been received immediately after such posting by the Bank;
- (b) shall be given by the Customer to the Bank in writing by:-
 - delivery; or
 - post;

to the branch of account, and shall be received on the day of actual receipt by the Bank.

No Waiver

34 No act, omission, failure or delay by the Bank in exercising any power, right or remedy under these Generic Terms & Conditions shall be taken as a waiver by the Bank unless the waiver is confirmed by the Bank in writing. A single or partial exercise by the Bank of any power, right or remedy does not prevent further exercise or the exercise of any other power, right or remedy.

Illegality

35 Any term or condition in these Generic Terms & Conditions which is unenforceable shall not affect the remaining terms and conditions.

Fraud

36 The Customer agrees to co-operate with the Bank and the police in trying to recover any losses resulting from the Bank acting on instructions which the Customer subsequently informs the Bank were not in fact given or authorised by the Customer. The Customer consents to the Bank disclosing information about the Customer and/or the Customer's account to the police or other third parties including in legal proceedings, if the Bank is of the view that it will help to prevent or recover losses.

Fees, Charges & Rates

37 The Customer acknowledges that:-

- (i) the applicable fees and charges are found in the Bank's Tariff and Charges on the Bank's website at www.hsbcamanah.com.my (as updated from time to time) and forms part of these Generic Terms & Conditions binding on the Customer, and that the Bank reserves the right to impose and/or revise from time to time such fees and charges as the Bank in its discretion sees fit; and to debit any account of the Customer with the applicable fees and charges; and
- (ii) the applicable profit and/or return rates for deposits are found on the Bank's website at www.hsbcamanah.com.my (as updated from time to time).

Jurisdiction

38 The Customer submits to the non-exclusive jurisdiction of the courts in Malaysia.

Shariah compliance

39 All products and services offered by the Bank are certified to be Shariah compliant in accordance with the stated Shariah principles.

**SPECIFIC TERMS & CONDITIONS
FOR HSBC AMANAH PREMIER**

(April 2010 Edition)

These Specific Terms & Conditions (not applicable to credit cards-i) should be read together with the Generic Terms & Conditions and the Specific Terms & Conditions for Personal Financial Services of the relevant account / product / service opened with or provided by HSBC Amanah.

SPECIFIC TERMS & CONDITIONS
FOR
HSBC AMANAH PREMIER

CLAUSE HEADINGS ARE NOT TO AFFECT THE INTERPRETATION OF THE CLAUSES.

1. HSBC PREMIER ACCOUNT-i

This account is based on the Shariah principle of *Wakalah* (*agency*).

- a The Customer appoints the Bank as his "*Wakeel al-Istithmar*" or investment agent and expressly consents to the Bank dealing with and/or investing any part of the deposits in the account in Shariah compliant investments or transactions.
- b The Bank anticipates but does not guarantee that a minimum return may be generated from its dealing with the Customer's funds. The returns will depend on market performance and may vary from time to time.
- c The Customer agrees that unless there has been negligence or mismanagement by the Bank in carrying out its responsibilities as the Customer's "*Wakeel al-Istithmar*" or investment agent, the Bank is not liable for the return of any or all of the moneys deposited.
- d The return shall be:
 - calculated on a daily basis on the balance at the end of each day at a rate to be determined by the Bank from time to time; and
 - credited to the Customer's Account on a monthly basis.
- e A monthly service fee (the "*wakalah*" or agency fee) as stated for the time being in the Bank's Tariff and Charges which can be viewed at www.hsbcamanah.com.my shall be imposed.
- f The Customer confirms that the Customer 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.
- g 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; and
 - not to 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.
- h
 - (i) The Customer agrees that it is the Customer's responsibility to keep the cheque book secure (preferably locked) and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.
 - (ii) The Customer agrees 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, but not limited to:-

- 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 spoiled cheques;

failing which no liability shall attach to the Bank.

- i 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.
- j The Customer agrees to check upon receipt, 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.

- k The Customer agrees not to issue cheques when there are insufficient funds in the account. Penalty charges for returned cheques due to insufficient funds will be charged and debited to the account.

2. HSBC PREMIER AMANAH GENERAL INVESTMENT ACCOUNT-i (“AGIA”)

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

- a The Bank accepts the investment in the account from the Customer for a fixed time period and the Customer consents to the Bank using the investment 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 the prevailing Association of Islamic Banking Institutions Malaysia (AIBIM) Rules.
- c The payment of profit, if any, shall be paid:
- on the maturity date; or
 - at periodic intervals at the Bank’s discretion.
- d If the investment is prematurely withdrawn, the payment of profit shall be:
- Where the tenure of the investment exceeded 3 months, profit would be paid on half the prevailing indicative profit 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 or its successors in title 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.

3. SERVICES

a Cheque Protection Facility

- (i) The Cheque Protection facility (by way of cheque issuance of up to RM500):
 - is an overnight excess allowed by the Bank;
 - must be regularised by the end of the next banking day;
 - is subject to the Bank's customary overriding right of payment on demand; and
 - may be withdrawn without notice in the event of unsatisfactory conduct of account which includes cheque returns or failure to regularise excesses as required above.
- (ii) The Customer accordingly holds the Bank free from all liability and agrees to indemnify the Bank against any actions, legal proceedings, claims and/or demands, cost, loss and expenses that may arise in connection with such withdrawal.

b Account Statements

A consolidated monthly account statement shall be issued to the Customer and:

- sent in hard copy; or
- made available in electronic format for download; and
- shall consist of information on accounts held in the Customer's name at the Bank or third party products / services / investments marketed by the Bank.

c Re-designation, etc of Premier Accounts

- (i) The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, upgrade and/or downgrade ("**re-designate**") any or all the HSBC Amanah Premier Accounts-i, if the minimum requirements are not complied with, or for any other reasons without any obligation to furnish reasons for the same. The Customer in retaining any one or more of the services shall continue to be governed by these Terms and Conditions.
- (ii) If the Bank exercises its discretion to re-designate, the Bank shall notify the Customer and adjust and/or vary all features currently enjoyed by the Customer.
- (iii) Following a re-designation, the applicable provisions of these Specific Terms and Conditions and other terms and conditions governing the use of any features terminated shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such features have been fully repaid and satisfied. All applicable provisions of these Specific Terms and Conditions and other terms and conditions

governing the use of any new or additional features that the Customer shall enjoy as a result of the variation shall immediately become binding on the Customer.

- (iv) The Bank cannot be held liable or responsible for any loss incurred by or inconvenience to a Customer as a result of any re-designation and this shall include without limitation, any loss incurred by or inconvenience to a Customer as a result of the granting, termination or adjustment of any features in connection therewith.

d Premier Facilities

The provision of facsimile, internet and meeting room facilities (the "**Facilities**") at the Bank's and HSBC Bank Malaysia Berhad's ("**HSBC**") selected branches are for the convenience of the Customer. The Bank and/or HSBC shall not be directly or indirectly responsible or liable for:

- any delays, errors or malfunction in the transmission or receipt of messages sent via the facsimile or internet facilities; or
- any loss, damage or injury caused to the Customer during the Customer's use of the Facilities; or
- any acts/omissions of the Customer in using the Facilities, as they do not represent the Bank's or HSBC's endorsement of such acts/omissions of the Customer.

e HSBC Premier/HSBC Amanah Premier Services

HSBC Premier/HSBC Amanah Premier Services ("**Premier Services**") are offered exclusively to HSBC Premier/HSBC Amanah Premier customers. A description of the Premier Services can be:

- found in the HSBC Amanah Premier Welcome Pack; and
- viewed at www.hsbcamanah.com.my; and
- shall form part of and be read with these Terms and Conditions.

f Emergency Encashment Service

The Customer agrees and acknowledges that:

- the Bank is authorised to debit the Customer's account(s) with an equivalent amount of any withdrawal made through the Emergency Cash Service whether with or without the Customer's knowledge or authority; and
- if this causes the Customer's account(s) to be overdrawn, a minimum fixed service charge which is not compounding shall be payable on demand.

g HSBC Amanah Premier MasterCard Credit Card Services supported by MasterCard International Incorporated

(i) MasterCard International Incorporated ("**MasterCard**"), its agents and third party service providers appointed by MasterCard or otherwise also provide selected credit card services to HSBC Premier/HSBC Amanah Premier credit cardholders ("**the Cardholder**").

(ii) The Cardholder agrees that the Bank:

- shall not be liable for any actions, claims, losses, damages or liabilities of whatever nature arising out of any act or omission of MasterCard or its agents or third party service providers; and
 - does not give any warranty as to the provision of services by the Global Service Assistance Centre or any third party service providers.
- (iii) The Cardholder also agrees that the Cardholder is responsible for all charges incurred for the provision of services by MasterCard, its agents and/or third party service providers including physicians, hospitals, clinics, lawyers, ticket brokers, luxury shops and any other entity providing assistance, goods or services pursuant to a referral by MasterCard or its agent to the Cardholder.
- (iv) These services or any part thereof may be varied, suspended or withdrawn by MasterCard from time to time. The Bank shall not be liable in any way for any loss, damage or liability arising as a result of the variation, suspension or withdrawal of all or any part of the services provided.

**SPECIFIC TERMS & CONDITIONS
FOR PERSONAL FINANCIAL SERVICES**

(April 2010 Edition)

These Specific Terms & Conditions (not applicable to credit cards-i) should be read together with the Generic Terms & Conditions.

SPECIFIC TERMS & CONDITIONS
FOR
PERSONAL FINANCIAL SERVICES

CLAUSE HEADINGS ARE NOT TO AFFECT THE INTERPRETATION OF THE CLAUSES.

ACCOUNTS

1. SMART ACCOUNT-i

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

- a The Customer (as the “*rabb-ul-mal*” or investor) acknowledges that the Bank (as the “*mudharib*” or investor), may invest the Customer’s funds in Shariah compliant activities.
- b Profits from the investment shall be shared between the Bank and the Customer on a monthly basis in accordance with the agreed Profit Sharing Ratio.

If there are losses from the investment, the Customer will bear such losses but the Bank will bear all losses if caused by the wilful negligence of the Bank.

- c The Customer agrees that a fee as stated for the time being in the Bank’s Tariff and Charges which can be viewed at www.hsbcamanah.com.my shall be imposed for:-
 - transaction(s) conducted over the counter;
 - a hard copy of any available statement; and
 - if the account is closed within 3 months of its opening.
- d An e-consolidated statement of account shall be made available to the Customer in electronic and not paper form. The Customer must register and activate his/her Personal Internet Banking (“**PIB**”) to gain access to e-statement(s).

Paper statements shall be sent to the Customer who:-

- does not activate PIB within one month of the Bank’s notification; or
- whose internet banking access is dormant, having been inactive for more than one year from the date of last usage; and

a fee as stated for the time being in the Bank’s Tariff and Charges will be imposed.

- e The Customer shall forego all or part of the profit if the Flexi-General Investment Account-i is withdrawn prematurely.
- f The terms and conditions in:
 - paragraphs 6(a) to 6(f) of the Current Account-i,
 - paragraphs 4(a) and 4(c) of the Statement Savings Account-i; andalso apply to Smart Account-i.

2. SMART LINK ACCOUNT-i

(optional for link with Smart Account-i)

- a To open a Smart Link Account-i, the Customer must have:
- a Smart Account-i; and
 - registered and activated Personal Internet Banking (“PIB”).

No ATM card or cheque book will be issued. A maximum of 10 Smart Link Accounts-i can be set up for each Smart Account-i.

- b The Customer can personalise the Smart Link Account-i with a name of up to twenty eight (28) characters via Personal Internet Banking (“PIB”). The personalised name of the Smart Link Account-i will appear on PIB for the Customer’s reference only and is not intended to constitute the Smart Link Account-i as a trust account. The Customer agrees that the Bank is not responsible to monitor that the Smart Link Account-i is used for its intended purpose (if it is reflected in the name of the account) and the Customer holds the Bank harmless from any claim and shall indemnify the Bank for any losses and damages arising from any such claim.

- c Through PIB, the Customer must:
- select a time period from 6 to 120 months for the Smart Link Account-i (“**Selected Tenure**”); and
 - set up a monthly Standing Instruction (“SI”) authorising the Bank to transfer a fixed sum from the Smart Account-i to the Smart Link Account-i on a specific date every month throughout the tenure.

The Customer is only required to set up one SI for each Smart Link Account-i.

- d The Customer can at anytime through PIB:
- vary the SI amount, provided the minimum SI amount is RM50;
 - vary the Selected Tenure;
 - transfer or deposit any additional amount into the Smart Link Account-i; or
 - transfer or withdraw any amount from the Smart Link Account-i via the Smart Account-i, provided there is a minimum balance of RM20 in the Smart Link Account-i after the transfer/withdrawal.

- e The Customer may enjoy a potentially higher return if:-
- (i) there are no withdrawals in a calendar month; and
 - (ii) the SI is effected every month.

The Customer need only fulfil condition (i) above to enjoy potentially higher returns for the first month of the Selected Tenure.

- f The Customer may not withdraw money from the Smart Link Account-i directly but by transferring the requisite amount to the Smart Account-i through PIB and then withdrawing from the Smart Account-i, subject to its terms and conditions.

- g Credit balances in the Smart Link Account-i are not available for payment of cheques issued under the linked Smart Account-i.

- h The Customer agrees that the Bank will execute the SI every month. There will be no contribution to the Smart Link Account-i if the Bank cannot execute the SI due to insufficient funds in the Smart Account-i.

- i If the Bank is unable to execute the SI for three (3) consecutive months, the Smart Link Account-i shall be closed on the day before the next SI is to be effected unless the Customer

has funded the Smart Account-i with the total amount of the SI which were not earlier effected, for such to be effected to the Smart Link Account-i. On closure of the Smart Link Account-i, the balance in the Smart Link Account-i less any applicable fees shall be transferred to the Smart Account-i.

j The Customer agrees that a Premature Account Closure Fee as stated for the time being in the Bank's Tariff and Charges on the Bank's website at www.hsbcamanah.com.my will be deducted from the Smart Link Account-i if it is prematurely closed prior to the expiration of the Selected Tenure due to:

(i) the Bank's inability to execute the SI within 3 months from account opening date in accordance with paragraph 2(c) above; or

(ii) the Customer failing to set up an SI within three (3) months from the date of opening of the Smart Link Account-i; or

(iii) the Customer closes the Smart Link Account-i before expiry of the Selected Tenure.

If there are insufficient funds in the Smart Link Account-i, the Customer authorises the Bank to deduct the Premature Account Closure Fee from the linked Smart Account-i or any other credit balance held with the Bank.

k At the end of the Selected Tenure:

- the Smart Link Account-i will automatically be closed; and
- the credit balance less any fee will be transferred to the linked Smart Account-i.

3. PASSBOOK SAVINGS 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 All terms and conditions appearing in the passbooks shall form part of these Specific Terms & Conditions.

c A minimum initial deposit as determined by the Bank is required.

d 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.

e The Customer will be given a passbook which must be presented for withdrawals at the counter and the Customer must check that the correct entry has been recorded in the passbook before leaving the counter.

The Customer cannot make any entry in the passbook and should present the passbook to the Bank as and when required by the Bank to update any unposted entries.

The Customer agrees to examine the passbook to ensure that every transaction has been properly recorded in the passbook.

f The passbook:

- is for the Customer's reference only;
- may not necessarily indicate the correct balance in the account as transactions may have been made without entry in the passbook;

- is not transferable or assignable; and
 - cannot be pledged as security.
- g The Customer agrees that it is the Customer's responsibility to keep the passbook secure and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

If the passbook is lost, the Customer must:

- notify the Bank immediately; and
- complete and sign the Bank's standard indemnity letter;

before a new passbook can be issued and the Customer agrees that a fee for issuance of a new passbook as stated in the Bank's Tariff and Charges which can be viewed at www.hsbcamanah.com.my shall be imposed.

4. STATEMENT SAVINGS 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.
- c Account statements shall be sent on a quarterly basis.
- d 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.

5. BASIC SAVINGS 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 Account statements will be generated but not sent to Customers. However, upon request, quarterly statements or at such other intervals determined by the Bank from time to time, may be made available to the Customer at a fee to be determined by the Bank.
- c A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to maintain the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.
- d 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.

6. BASIC SAVINGS ACCOUNT-i (applicable to accounts opened from 1 September 2009 onwards)

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

- a The Customer gives consent to the Bank to utilise any part of the deposits in the account for investment purposes.
- b Account statements in hard copy form shall be issued and sent to the Customer on a quarterly basis. If the Customer is a registered Personal Internet Banking user, the Customer may log in and elect to receive the account statements in electronic format (e-statement) in lieu of hard copy account statements which will be made available for download on a quarterly basis.
- c A minimum of RM20 (or such other minimum amount as may be specified by the Bank and/or the relevant regulatory authorities) is required to maintain the account at all times. The Bank reserves the right to impose fees or charges on the account if this minimum balance is not maintained.
- d Returns generated from utilisation of deposits belongs solely to the Bank. The Bank may at its sole discretion distribute Hibah (if any) to the Customer and if so, it will be credited to the account every June and December or upon account closure.

7. CURRENT ACCOUNT-i

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

- a The Customer confirms that the Customer 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.
- b The Customer agrees to check upon receipt, that:-
 - the Customer 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.

- c The Customer agrees that it is the Customer's responsibility to keep the cheque book secure (preferably locked) and under its sole control at all times, and if the Customer fails to do so, the Bank shall not be liable for any loss suffered by the Customer.

The Customer agrees 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, but not limited to:-

- 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.
- d 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; and

- not to 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.
- e The Customer agrees not to issue cheques when there are insufficient funds in the account. 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.

8. BASIC CURRENT ACCOUNT-i

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

- a An account statement shall be issued containing information relating to account(s) held in the Customer’s name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank.
- b Overdrawing is not allowed under the account. In the event of an unauthorised overdrawing, the Bank shall be entitled to debit the account or any other account of the Customer with the Bank for the amount overdrawn and charges at the applicable penalty rate on the amount overdrawn or a minimum of RM50 or such other minimum amount as allowed to be imposed by the Bank from time to time.
- c The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer’s account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account.
- d The terms and conditions for the Current Account-i shall also apply.

9. BASIC CURRENT ACCOUNT-i (applicable to accounts opened from 1 September 2009 onwards)

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

- a An account statement shall be issued containing information relating to account(s) held in the Customer’s name at the Bank and sent to the Customer on a monthly basis or such other permitted intervals determined by the Bank. If the Customer is a registered Personal Internet Banking user, the Customer may log in and elect to receive the account statements in electronic form (e-statement) in lieu of hard copy account statements which will be made available for download on a monthly basis.
- b Overdrawing is not allowed under the account. In the event of an unauthorised overdrawing, the Bank shall be entitled to debit the account or any other account of the Customer with the Bank for the amount overdrawn and charges at the applicable penalty rate on the amount

overdrawn or a minimum of RM50 or such other minimum amount as allowed to be imposed by the Bank from time to time.

- c The Bank reserves the right to refuse payment of withdrawal instruction or cheque encashment (through issuance of a cheque to a third party) from the Customer's account, to a third party whether authorised or purportedly authorised by the Customer at the branch of account
- d The Customer agrees that a fee as stated for the time being in the Bank's Tariff and Charges which can be viewed at www.hsbcamanah.com.my shall be imposed if the account is closed within 3 months of its opening.
- e The terms and conditions for the Current Account-i shall also apply.

10. GENERAL INVESTMENT ACCOUNT-i

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

- a The Bank accepts the investment in the account from the Customer for a fixed time period and the Customer consents to the Bank using the investment 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 the prevailing Association of Islamic Banking Institutions Malaysia (AIBIM) Rules.
- c The payment of profit, if any, shall be paid:
 - on the maturity date; or
 - at periodic intervals at the Bank's discretion.
- d If the investment is prematurely withdrawn, the payment of profit shall be:
 - Where the tenure of the investment exceeded 3 months, profit would be paid on half the prevailing indicative profit 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 or its successors in title 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.

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

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

- a The Bank accepts the investment in the account from the Customer for a fixed time period and the Customer consents to the Bank using the investment for its financing and investment projects.

- b Deposits placed are subject to the prevailing rules of the Association of Islamic Banking Institutions Malaysia (“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 only as an agent of the Customer 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 where profit is calculated as follows:
$$\text{Profit} = \text{Deposit} \times \text{Rate} \times \text{Number of days} / 365 \text{ or } 366 \text{ days}$$
- 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 of the deposit shall be effective on the date the Purchase Transactions are executed.
Upon execution of the Purchase Transaction, a Placement 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:
- (i) Standard Scheme; or
 - (ii) Upfront Payment Scheme.

(i) 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.

(ii) 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 or its successors in title 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.

FOREIGN CURRENCY (FCY) ACCOUNTS-i

12. FCY STATEMENT SAVINGS ACCOUNT-i

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

- a A minimum initial deposit as determined by the Bank is required.
The Customer agrees that a fee as stated for the time being in the Bank's Tariff and Charges which can be viewed at www.hsbcamanah.com.my shall be imposed if the account is closed within 6 months of its opening. The Bank may also impose other fees and charges at its discretion and as stipulated in the Bank's Tariff and Charges.
- b The Customer authorises the Bank to utilise any part of the deposits in the account for investment purposes.
- c 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.
- d The Customer must open or have a Ringgit account to convert:
 - Ringgit to the required foreign currency to be credited to the account; or
 - foreign currency into Ringgit;as cash deposit/withdrawal is not allowed.
- e The Customer acknowledges that the operation of the account is subject to the prevailing exchange control regulations.

The Customer agrees 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.

13. FCY SMART ACCOUNT-i (To be offered from 26 April 2010 onwards)

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

- a The Customer (as the "*rabb-ul-mal*" or investor) acknowledges that the Bank (as the "*mudharib*" or investor), may invest the Customer's funds in Shariah compliant activities.
- b Profits from the investment shall be shared between the Bank and the Customer in accordance with the agreed Profit Sharing Ratio.
If there are losses from the investment, the Customer will bear such losses but the Bank will bear all losses if caused by the wilful negligence of the Bank.
- c The profit shall be credited to the account every June and December or upon account closure.
- d The Customer agrees that:
 - no cheque book shall be issued; and
 - this account cannot be overdrawn.
- e The Customer must open or have a Ringgit account to convert:
 - Ringgit to the required foreign currency to be credited to the account; or
 - foreign currency into Ringgit;as cash deposit/withdrawal is not allowed.
- f 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, payment order or instrument is subsequently returned unpaid.
- g The Customer acknowledges that the operation of the account is subject to the prevailing exchange control regulations.
The Customer agrees 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.

14. 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.
- c Subject to AIBIM Rules, the profit shall be:
 - determined by the Bank based on the Profit Sharing Ratio as agreed when accepting the investment from the Customer; and

- paid at maturity.
- d The Customer must open or have a Ringgit account to convert:
- Ringgit to the required foreign currency to be credited to the account; or
 - foreign currency into Ringgit;
- as cash deposit/withdrawal is not allowed.
- e Subject to AIBIM Rules, investments may not be withdrawn before maturity date but 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.
- f The Customer acknowledges that written disposal instructions for foreign currency deposits must be received by the Bank 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.

15. 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 written disposal instructions for foreign currency deposits must be received by the Bank before maturity date, if not the deposit (excluding profit paid) will be automatically renewed for the same period on maturity date.
- d Subject to AIBIM Rules:
- profit shall be paid on maturity of the deposit; 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 Term Deposit-i terms and conditions in paragraphs 10(a) to 10(i) and 10(l) to 10(m) also apply.

CARDHOLDER AGREEMENT FOR

- **MPOWER VISA CREDIT CARD-i**
- **MPOWER VISA PLATINUM CREDIT CARD-i**
- **HSBC PREMIER MASTERCARD CREDIT CARD-i**

(April 2010 Edition)

Please take the time to read this Cardholder Agreement before using your credit card-i as this Cardholder Agreement is binding on you upon usage.

CARDHOLDER AGREEMENT

IMPORTANT! You must read the Cardholder Agreement printed below before using your Credit Card-i issued by HSBC Amanah Malaysia Berhad (Company No. 807705-X). By using the Credit Card-i, you confirm that you have read and understood and are accepting the Terms and Conditions set out below and will be bound by them.

The Credit Card-i is based on the Shariah principle of *Ujrah* (fee) and is to be used subject to the following Terms and Conditions ("this Agreement"):-

(A) Acceptance of this Agreement

1. The Credit Card-i can only be used by the person to whom the Credit Card-i is issued ("the Cardholder"), failing which any unauthorised usage will be borne by the Cardholder. The Cardholder must immediately sign the Credit Card-i upon receipt thereof. The Cardholder is treated as agreed to be bound by this Agreement by signing on the Credit Card-i and/or using the Credit Card-i. The Cardholder must return the Credit Card-i to the Bank if the Cardholder does not wish to be bound by this Agreement. (Refer to Clause 16(a) below)

(B) Definitions

2. The terms used in this Agreement shall bear the following definitions:
 - (i) "Actual Monthly Management Charge" means the actual monthly management charge imposed by the Bank, where the Current Balance for the preceding month's Card Statement is not settled in full.

The Actual Monthly Management Charge is calculated based on the Retail Transactions that are posted to the Card Account for the month and any unpaid Retail Transaction accruing from the previous months and against the following appropriate rates:-

- (a) Tier-I: 13.5% per annum for Cardholders who promptly settle the Minimum Payment Due as specified in the Card Statement for 12 consecutive months;
- (b) Tier-II: 16% per annum for Cardholders who promptly settle the Minimum Payment Due as specified in the Card Statement for 10 months or more in a 12-month cycle; and
- (c) Tier-III: 17.5% per annum for Cardholders who do not fall within Tier-I and Tier-II.

The Actual Monthly Management Charge shall be calculated on a daily rest basis from the date of posting until payments are credited to the Card Account and thereafter on the reduced balance.

- (ii) "Annual Fee" means the pre-determined annual fee payable by the Cardholder for each Credit Card-i and Supplemental Credit Card-i.
- (iii) "Balance Transfer" means the facility of transferring available balance from the Card Account to another credit card held by the Cardholder with another bank, financial institution or credit card issuer, subject to the relevant Balance Transfer terms and conditions.
- (iv) "Bank" means HSBC Amanah Malaysia Berhad (Company No. 807705-X).
- (v) "Card Account" means an account maintained by the Bank corresponding to the relevant Credit Card-i issued.
- (vi) "Card Statement" means the monthly statement issued by the Bank for the Card Account.
- (vii) "Card Transactions" means all Retail Transactions and of all Balance Transfers, Cash Advances, Instalment Payment Plans, and other credit plans granted by the use of the Credit Card-i.
- (viii) "Cardholder" means the person to whom the Credit Card-i is issued, which includes the Supplementary Cardholder.
- (ix) "Cash Advance" means the facility of withdrawing of cash from the Card Account-i via ATM or the transferring of funds to another account with the Bank or HSBC Bank Malaysia Berhad, subject to the terms of this Agreement.
- (x) "Compensation Fee" means a fee calculated at a 1% of the outstanding balance of the Credit Transactions subject to a minimum of RM5 and a maximum of RM50.
- (xi) "Credit Card-i" means the MPower Visa Credit Card-i / MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i issued by HSBC Amanah Malaysia Berhad (Company No. 807705-X), including both the primary and supplementary credit cards-i.

- (xii) "Credit Limit" means a credit limit assigned by the Bank to a Credit Card-i.
- (xiii) "Current Balance" means the amount of Credit Limit utilised by the Cardholder at the Statement Date.
- (xiv) "Due Date" means the date, as specified in the Card Statement, which the monthly payment is due.
- (xv) "Fixed Monthly Management Charge" means the monthly management charge billed by the Bank for managing the Card Account, which is determined based on the assigned Card Limit and approved by the Bank's Shariah Advisory Committee.
- (xvi) "Grace Period" means a period of at least 20 days from the posting date of the Retail Transactions to the Card Account, provided there is no carried forward balance in the Cardholder's Card Account.
- (xvii) "Instalment Payment Plan" means a credit plan offered by the Bank which allows the Cardholder the convenience to pay for certain Retail Transactions in instalment basis, subject to the Bank's Instalment Payment Plan terms and conditions.
- (xviii) "Minimum Monthly Payment" means a minimum monthly payment payable on the Due Date, which is equivalent to:
 - (a) 5% of the Current Balance and any unpaid minimum payment specified in the preceding month's Card Statement or RM50.00, whichever is the higher; or
 - (b) if the Current Balance exceeds the Credit Limit, 5% of the Current Balance and the amount in excess of the Credit Limit and the unpaid minimum payment specified in the preceding month's Card Statement.
- (xix) "Personal Identification Number (PIN)" means a number code assigned by the Bank or determined by the Cardholder to enable the Cardholder to avail to certain services related to the usage of the Credit Card-i.

The PIN for the Credit Card-i will be issued and delivered to the Cardholder at the Cardholder's own risk. The PIN is strictly confidential and should not be disclosed to any person under any circumstance or written down, failing which any unauthorised usage will be borne by the Cardholder.

(xx) "Retail Transactions" means all purchases of goods or services charged to the Credit Card-i, excluding all Cash Advances, Balance Transfers, Instalment Payment Plans, other credit plans, fees and charges.

(xxi) "Statement Date" means the date which the Card Statement is issued.

Masculine terms in this Agreement include the feminine and neuter genders and vice versa and the singular includes the plural and vice versa.

(C) Usage of Credit Card-i

3. The Credit Card-i is the property of the Bank and must be returned to the Bank by the Cardholder on the Bank's request.

4. (a) The Cardholder remains solely liable to the Bank for the use of the Credit Card-i.

(b) If the Bank issues an additional card ("the Supplementary Credit Card-i") at the joint request of the Cardholder and the additional cardholder ("the Supplementary Cardholder"), both the primary Cardholder and the Supplementary Cardholder will be jointly and severally liable to the Bank for the use of the Supplementary Credit Card-i.

(c) The Supplementary Cardholder hereby agrees to be bound by this Agreement.

5. (a) The Card Account will reflect all Card Transactions, fees and charges performed or incurred in relation to the corresponding Credit Card-i

(b) (i) The Cardholder agrees to only use the Credit Card-i as follows:-

(1) for purposes permitted by Shariah and only for the purchase of halal or Shariah-approved goods and services. The decision of the Bank and/or its Shariah Advisory Committee as to whether such goods and services are Shariah compliant shall be conclusive; and

(2) shall not use the Credit Card-i for or in connection with any unlawful activity or purpose (including without limitation online gambling).

(ii) Breach of Clause 5(b)(i), may result in the Bank rejecting payments for the affected transactions and terminating the Credit Card-i, without any liability on the Bank.

- (iii) Notwithstanding Clause 5(b)(ii), the Cardholder continues to be fully liable to pay the Bank the amount due in respect of the affected transactions, if any, and will not use this as a defence to refuse payment of amounts due to the Bank.
- (c) (i) The Cardholder must strictly observe the Credit Limit unless with the prior written approval of the Bank. If this provision is breached, the Cardholder shall be required immediately to pay to the Bank the sum in excess of the Credit Limit (whether formally demanded or not).

Nothing contained herein shall be construed to affect or limit the Cardholder's liability to the Bank under any provisions of this Agreement. The Cardholder shall be and remain liable for all transactions effected through the use of the Credit Card-i, even if the aggregate outstanding balance of the Card Account exceeds the Credit Limit.

- (ii) If the Cardholder has more than one separate Card Account, the applicable Credit Limit for each Credit Card-i will be indicated on:-
 - (1) the card jacket or welcome letter in which the Credit Card-i was initially delivered to the Cardholder; or
 - (2) the Credit Card-i monthly statements, with the total Credit Limit for all and/or the respective Credit Card-i held by the Cardholder and Supplementary Cardholder(s) individually, if any.
- (iii) The Cardholder agrees that the Bank has the discretion, to restrict, limit, increase or reduce the Cardholder's Credit Limit or withhold credit or terminate the use of the Credit Card-i, including where the Card Account is current and not in default of any payments. The Bank may do so without notice to the Cardholder unless otherwise required by regulatory bodies/agencies/court orders.
- (d) The Cardholder further agrees that where the Cardholder enjoys other banking facilities with the Bank and if the other banking facilities and/or this credit card facility are/is not conducted in a manner satisfactory to the Bank, the Bank has the right to restrict, limit, reduce or withhold the Cardholder's credit or terminate the use of the Credit Card-i, after giving reasonable notice to the Cardholder unless otherwise required to do so by regulatory bodies/agencies.

- 6. The Cardholder shall be responsible for all facilities and services granted by the Bank in respect of the Credit Card-i and for all related charges even if this Agreement is terminated for any reason. The Cardholder is not absolved from liability as a result of his/her failure to sign sales vouchers where in the opinion of the Bank, the failure and/or omission is due to the nature of the

transaction or due to oversight on the part of the Cardholder and/or the merchant and/or VISA/MasterCard member bank.

7. (a) A Card Statement will normally be sent to or made available for download by the Cardholder monthly on a date of the month to be determined by the Bank.
- (b) The Current Balance specified on the Card Statement is due and payable by the Customer on the Due Date.
- (c) The Cardholder may elect to pay less than the Current Balance provided that the Cardholder makes the Minimum Payment Due on the Due Date.
- (d) Each type of Credit Card-i will be charged a Fixed Monthly Management Charge for the respective Credit Cards-i. The Fixed Monthly Management Charge may be increased or decreased from time to time as approved by the Bank's Shariah Advisory Committee and such varied amount shall be binding on and payable by the Cardholder after reasonable notice has been given to the Cardholder.
- (e) If the Cardholder pays the Bank less than the Current Balance by the Due Date, an Actual Monthly Management Charge shall be imposed against the Card Account.
- (f) The Bank has the right to grant to the Cardholder an *ibraa'* (rebate) at any time. The amount of *ibraa'* will be determined and calculated by the Bank as follows:
 - (i) based on the difference between the Fixed Monthly Management Charge and the Actual Monthly Management Charge on the relevant Statement Date; and
 - (ii) where the Actual Monthly Management Charge on the Current Balance is lesser than the Fixed Monthly Management Charge.
- (g) Where the Cardholder has more than one Credit Card-i and each Credit Card-i has its own Credit Limit, the Minimum Payment Due of RM50.00 shall be applicable to each of the Credit Cards-i even if the total of 5% of the Current Balances and the unpaid minimum payment specified in the preceding month's Card Statement is less than RM50.00.
- (h) If the Cardholder pays the Bank less than the Current Balance by the Due Date, a proportion of the Fixed Monthly Management Charge will be utilised for the payment of:-
 - (i) the outstanding balance of Card Transactions that is unpaid after the Due Date immediately following the Statement Date in which the Card Transactions are posted to the Card Account, calculated from the Due Date until any payments are credited to the Card Account and thereafter on the reduced balance; and

- (ii) all unpaid portions of Card Transactions accruing from the expiry of the Grace Period.
- (i) All cash deposit payments made over the Bank's counter will be subjected to a fee of RM2.00 per transaction. This fee will not apply to cash deposit payments made via the Bank's and HSBC Bank Malaysia Berhad's Express Cash Deposit machines.
- (j) A Compensation Fee will be charged by the Bank if the Cardholder fails to pay the Minimum Payment Due by the Due Date. The Compensation Fee will be charged on the day after the expiration of 3 days from the Due Date and will be specified in the following month's Card Statement.

(D) Verification of Card Statements

8. The Cardholder agrees to verify all entries in each Card Statement in respect of the Card Account and notify the Bank in writing within sixty (60) days from the date of the Card Statement of any alleged errors, discrepancies, inaccurate entries, forged and/or counterfeit transactions, unauthorised entries or debits (collectively "Irregularities"), if any. In the absence of any notification, the entries in the Card Statement shall be deemed correct, conclusive and binding upon the Cardholder of the amount due and owing to the Bank. The Cardholder is deemed to have waived all rights to raise any objections or pursue any remedies against the Bank whatsoever in respect of the Card Account.

(E) Cash Advance

9. (a) The Cardholder may obtain cash advances at the Bank's discretion, where such cash advances will not cause the Cardholder's available Credit Limit to be exceeded, by:-
- (i) presenting the Credit Card-i at any of the Bank's offices or at any member institution of VISA International and/or MasterCard International together with evidence of the Cardholder's identity and signing the necessary transaction record; or
 - (ii) using the Credit Card-i at any Automated Teller Machines ("ATM") of the Bank or any member of the HSBC Group ATM Network or of any other bank or institution where the Bank has an arrangement(s) for the use of their ATM.

In both cases, the maximum amount of each cash advance will be RM1,000.00 per withdrawal and is subject to the applicable daily withdrawal limit or the withdrawal limit per cash advance transaction of the ATM as well as Clause 9(d) below.

The Bank has the right to impose a ceiling in percentage terms on the quantum of Credit Limit and the Cardholder's available balance which can be utilised for cash advances. The Bank further has the right to vary such ceiling percentage from time to time as the Bank in its absolute discretion deems fit.

- (b) Cash advances will be subject to a cash advance fee of RM50.00 for each withdrawal. In addition to this cash advance fee, cash advances from the HSBC Group's ATMs and Visa/Plus System and MasterCard/Cirrus ATM Networks are subject to handling charges which are determined by the Bank at its absolute discretion and notified to the Cardholder in such manner as the Bank deems fit. The cash advance fee and any applicable handling charges shall be debited to the Card Account as at the date of the cash advance.

The Bank may by notice to the Cardholder vary the cash advance fee and/or handling charges from time to time.

The Bank also reserves the right, at its absolute discretion, to treat all Credit Card-i transactions relating to wire transfer and money order as cash advances and to impose a cash advance fee, and/or any applicable handling charges as stated above on all such transactions.

- (c) The Actual Monthly Management Charge shall be charged at a fixed rate of 18% per annum on the Cash Advances amount taken, calculated from the date of disbursement until payment in full. The Bank may, at its absolute discretion, grant a rebate as stated in Clause 7(f).
- (d) As provided in Clause 9(a)(ii), the Credit Card-i may be used at the Bank's ATMs or point-of-sale terminals, in which case the Cardholder agrees that transactions effected through the ATMs or point-of-sale terminals are subject to additional terms and conditions as follows:-
 - (i) Subject to this Clause 9, the Cardholder may obtain a cash advance of up to the withdrawal limit of RM1,000.00 per transaction which is subject to the daily withdrawal limit of the respective ATM or the Cardholder's available credit limit whichever is the low. In this respect, the Cardholder may transfer such advance from the Cardholder's Card Account to any other account maintained with any branch of the Bank or HSBC Bank Malaysia Berhad in Malaysia, provided that such advances do not cause the Cardholder's available Credit Limit to be exceeded and are within the ceiling percentage imposed by the Bank on the quantum of Credit Limit. Such advances will be governed by the terms of this Agreement.

- (ii) Settlement of outstanding amounts under the Card Account may be made by a deposit in cash or by cheque (subject to Clause 9(d)(vi) below) or by a funds transfer of up to RM20,000.00 from the Cardholder's account maintained with the Bank or HSBC Bank Malaysia Berhad encoded on the Credit Card-i.
- (iii) The Cardholder shall not use or attempt to use the Credit Card-i for a funds withdrawal or funds transfer unless there is sufficient available balance in the Credit Limit of the Card Account.
- (iv) The Bank shall debit the Card Account with the amount of any funds withdrawal or funds transfer effected with the use of the Credit Card-i whether with or without the Cardholder's knowledge or authority. The Cardholder is deemed to have given consent for the Bank to do so.
- (v) All inter-country transactions via ATMs are subject to the laws of the country where the transaction is done. For all such transactions, the exchange rates (if applicable) shall be the prevailing exchange rates as determined by the Bank at its sole discretion as at the date the transaction is posted into the Card Account.
- (vi) The Cardholder agrees that in addition to this Agreement, the Bank's Generic Terms and Conditions governing Deposit Accounts will also apply to the use of an ATM facility by the Cardholder when effecting banking transactions (on any account other than the Card Account) by electronic means, whether at ATMs, point-of-sale terminals or otherwise.
- (vii) Additional handling charges shall be imposed on cash withdrawals performed overseas through the use of the Credit Card-i (on any account of the Cardholder other than the Card Account) at:
 - RM5.00 per transaction if made through the HSBC Group's ATM Network; and
 - RM10.00 per transaction if performed through the ATMs of the PLUS Networks.

This handling charge shall be debited to the Cardholder's transacting account on the date the transaction is posted into the same account. The Bank has the right to vary the handling charge from time to time by giving prior notice to Cardholders.

(F) Payments Made To Card Account

- 10. (a) Any transaction for the deposit of cash, cheques, and other negotiable instruments, shall only be deemed as having been made:

- if by a deposit of cash, upon verification by two members of the Bank's staff of the deposit and of the amount of such deposit and the entry recorded in the Bank's records; and
- if by a deposit of cheques or other negotiable instruments, upon verification by two members of the Bank's staff of the deposit and amount of such deposit and of the Cardholder's title to such cheques and other negotiable instruments for collection.

The receipt issued by the Express Cash Deposit Machine and Cheque Deposit Machine and the amounts reflected on the ATM screens, at the time of the deposit transaction may confirm the deposit effected but not the amount deposited, hence will not be treated as conclusive.

- (b) Payments made by the Cardholder to the Bank in respect of the Card Account will be applied to the following order: firstly, Actual Monthly Management Charge, fees, including legal fees (on a full indemnity basis) or other charges and lastly, the principal amount of the Card Transactions, including Balance Transfers, Cash Advances and Instalment Payment Plans, from the lowest Actual Monthly Management Charge to the highest Actual Monthly Management Charge; or in any other order as the Bank considers appropriate after giving reasonable notice to the Cardholder.

(G) Annual Fee and Service Tax

11. The Cardholder agrees to pay the Annual Fee for the Credit Card-i and for all Supplementary Credit Cards-i issued. This Annual Fee shall be determined and/or varied by the Bank from time to time. The Annual Fee will be billed to the Cardholder as specified in the Card Statement. All fees, charges and any applicable service tax will be debited to the Card Account when due and are not refundable.

(H) Liability vis-à-vis Cardholder and merchant

12. (a) The Bank is not liable for any act or omission of any merchant establishment including any refusal to honour the Credit Card-i, or any defect or deficiency in any goods or services supplied to the Cardholder by such merchant.
- (b) The Cardholder shall resolve all complaints, claims and disputes against the merchants directly and the Cardholder agrees not to involve the Bank in any such claims, disputes or legal proceedings.
- (c) Any claims and/or disputes which the Cardholder may have against the merchant establishment shall not relieve the Cardholder of the obligation to pay the amounts due to the Bank.

(I) Loss or Theft of Credit Card-i and Disclosure of PIN to Unauthorised Persons

13. The Cardholder must report to the Bank's Card Services the loss or theft of the Credit Card-i or the disclosure of the PIN to any unauthorized person immediately, with a confirmation in writing as soon as possible. A police report should also be made for the lost/stolen Credit Card-i and a copy extended to the Bank. The Cardholder shall be responsible for all unauthorized Card Transactions effected before receipt of such written notification by the Bank. The Cardholder's liability may be limited to RM250.00 at the absolute discretion of the Bank, and subject to proof by the Cardholder that is acceptable to the Bank that he/she had in good faith and with reasonable care and diligence safeguarded the Credit Card-i and promptly reported its loss to the Bank. The Cardholder will NOT be entitled to the limited liability of RM250.00 in any of the following circumstances:-

- (i) all Cash Advance transactions effected through the use of the Credit Card-i by any person (under any circumstances or by any means whatsoever) on any ATM of the Bank or of any other bank or institution with whom the Bank has an arrangement(s) for their use of the ATM prior to the Bank's receipt of such written notification of the loss/theft; and/or
- (ii) if in the view of the Bank, the Cardholder is involved in the procurement of any goods or services supplied by merchants, Cash Advances or ATM transactions effected through the use of the Credit Card-i by any person ("the Unauthorized Charges"). The Cardholder shall be liable for all the Unauthorized Charges incurred, whether before or after the Bank's receipt of such written notification of the loss/theft.

14. The Bank is not obliged to issue a replacement Credit Card-i to the Cardholder following its loss or theft. Any replacement Credit Card-i is subject to a replacement fee applicable at the time of such replacement.

(J) Set-Off

15. The Cardholder and the Supplementary Cardholder(s) respectively authorise the Bank, at any time without notice and whether before or after the termination of the use of the Credit Card-i, to utilise, transfer and apply the money standing to the credit of any other account(s) of the Cardholder, of whatever nature, type and description maintained with the Bank or HSBC Bank Malaysia Berhad (and whether upon maturity or otherwise and whether subject to notice or not) including any joint account(s) with a Supplementary Cardholder, in or towards satisfaction of the Cardholder's and/or the Supplementary Cardholder's liability to the Bank under this Agreement (including but not limited to outstanding amounts, legal costs, charges and expenses incurred, if any, in respect of enforcement of this Agreement or recovery of outstanding amounts).

(K) Termination of Credit Card-i and Supplementary Credit Card-i

16. (a) The Cardholder may terminate this Agreement at any time by written notice to the Bank. The Credit Card-i and the Supplementary Credit Card-i, if any, shall be cut up by the Cardholder and the Bank shall be absolved of all liability or losses as a result of the said Credit Card-i or Supplementary Credit Card-i being used by third parties. No refund of the annual fee or any part thereof will be made upon termination of the Credit Card-i and/or Supplementary Credit Card-i.

If only one of the Supplementary Credit Card-i(s) is to be cancelled, the Cardholder should advise the Bank in writing accordingly. The said Supplementary Credit Card-i shall be cut up by Cardholder and the Bank shall not be responsible for any losses resulting from the said Supplementary Credit Card-i being used by the Supplementary Cardholder and/or third parties.

The termination of any Supplementary Credit Card-i will not terminate the Credit Card-i, unless otherwise advised to the Bank in writing by the Cardholder.

- (b) The Bank may in its absolute discretion, at any time and in any circumstance deemed fit, including but not limited to death, bankruptcy, insolvency of the Cardholder or non-adherence of the terms and conditions herein, and without any liability whatsoever to the Cardholder, terminate this Agreement without giving notice to the Cardholder and without assigning any reason whatsoever.

(L) Effects of Termination

17. (a) Subject to Clause 15, the entire outstanding balance on the Card Account and the amount of any outstanding Card Transactions effected (whether before or after the termination of this Agreement) that have yet to be posted to the Card Account including any outstanding payments/instalments not due but which the Cardholder is liable for arising from any Mail Order, Telephone Order Schemes, Instalment Payment Plan, Balance Transfer or Standing Instructions (recurring payment) made or allegedly made by the Cardholder to a merchant establishment for the supply of goods or services to be charged to the Card Account (collectively, "the outstanding amounts") shall become immediately due and payable in full to the Bank. All outstanding amounts due and payable shall be charged with a fee which shall be fixed at the sole discretion of the Bank on:

- termination of this Agreement; or
- the Cardholder's bankruptcy or death.

- (b) Without prejudice to the Clause 17(a) above, the Cardholder agrees that he/she remains liable to the Bank for any recurring transactions billed into his/her Credit Card-i resulting from existing standing instructions/payment arrangements with the merchant

establishment(s) involving the Credit Card-i notwithstanding that the Cardholder has terminated the Card. It is the Cardholder's sole duty and obligation to cancel or transfer such standing instructions/payment arrangements to another medium of payment before terminating his/her Credit Card-i. The Bank may reverse these transactions from the Card Account, although it is not obligated to do so, if the Cardholder provides proof of payment made by him/her to the merchant establishment(s) receiving payment under the standing instructions/payment arrangements.

- (c) The Cardholder or his/her estate will be responsible for all outstanding amounts and shall keep the Bank indemnified for all costs (including legal fees on a solicitor and client basis) and expenses incurred in recovering such outstanding amounts.

(M) Cardholder's Obligations

18. The Cardholder is to notify the Bank's Card Services promptly in writing of any changes in:

- employment or business; or
- his/her office or residential address; and/or

any of the Cardholder's contact particulars provided to the Bank.

19. (a) If the Cardholder leaves Malaysia for more than one month, he/she should make arrangements to settle the Card Account prior to his/her departure.
- (b) If the Cardholder leaves Malaysia to take up residence elsewhere, the Credit Card-i and any Supplementary Credit Card-i(s) are to be returned to the Bank for cancellation/termination prior to the Cardholder's departure and Clause 17 shall apply.

(N) Automated Phonebanking Service and Personal Internet Banking

20. Where the Cardholder links his/her Card Account for access through the Bank's Automated Phonebanking Service ("the ATB") or Personal Internet Banking ("the PIB"), the Cardholder agrees that the respective ATB and PIB Terms and Conditions shall form part of these Card Terms and Conditions. In the event of a conflict, these Card Terms and Conditions shall prevail.

(O) Service and Notification

21. The Cardholder hereby irrevocably consents to the service of the Card Statement and any notices under this Agreement, other than service of a notice of demand and of any court process:-

- by ordinary mail to the Cardholder's address last known to the Bank. Such service shall

be deemed to be effective three (3) days after the date of posting even though it is later returned undelivered; or

- by electronic mail via internet to the Cardholder's electronic mail address last known to the Bank or internet banking mailbox with the Bank. Such service shall be deemed effective on the next day after transmission by the Bank; or
- by posting a notice onto the Bank's public website or any of its branches.

For any service of notice of demand and service of any legal process, the Cardholder hereby irrevocably consents to the service by registered post (not being AR registered post) to the Cardholder's address last known to the Bank. Such notice shall be deemed to be good and sufficient service three (3) days after the date of posting even though it is later returned undelivered.

(P) Conclusive Evidence

22. A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Cardholder shall be conclusive evidence against the Cardholder for all purposes including any legal proceedings.

(Q) Modification and Variation

23. (a) The Cardholder agrees that the Bank has the right to vary, add to or delete any of these Terms and Conditions from time to time. The Bank shall, before the effective date of such changes, notify the Cardholder of any such alterations or publish the change in any manner considered appropriate or as required by the regulatory bodies/agencies. The Cardholder agrees that he/she will be bound by such alterations and if the Cardholder does not agree with such alterations or amendments, the Cardholder must terminate the use of the Credit Card-i before the effective date of any such alterations or amendments in accordance with Clause 16(a) above by:
- giving prior written notice to the Bank; and
 - returning the Credit Card-i to the Bank.

Upon termination of the Credit Card-i, the annual fee paid is not refundable and Clause 17 shall apply.

- (b) The Cardholder's retention or use of the Credit Card-i after the effective date of any change of Terms and Conditions is deemed acceptance of such changes without any reservation by the Cardholder.

(R) Disclosure of Personal Data

24. (a) The Cardholder is required to supply the Bank personal data where requested, to enable the Bank to consider whether to provide or continue to provide Credit Card-i related services and failure to do so may result in the Bank's inability to provide or continue to provide such services, without any obligation or liability on the Bank's part.
- (b) The Cardholder agrees that the Bank may use, store, disclose, transfer, compile, match, obtain and/or exchange (all whether within or outside Malaysia) the Cardholder's personal details and information, all details and information pertaining to the Card Account and any of the Cardholder's transactions and dealings with or through the Bank (collectively, "Personal Data") to, from or with any person as the Bank may consider necessary including without limitation (a) any member of the HSBC Group which (i) provides group management oversight of the Bank and/or global and regional support, or (ii) carries on business within the financial services industry, or (iii) is a provider of services to other members of the HSBC Group; (b) any service provider or third party; (c) any credit bureaus or agencies established or to be established by Bank Negara Malaysia or any of its subsidiaries, or by any other authorities; (d) the Association of Islamic Banking Institutions Malaysia (AIBIM); and/or (e) any debt collection agencies that may be appointed by the Bank for any and all purposes including without limitation for any and all purposes which are not against Shariah principles, including without limitation:-
- in connection with any account, product or service and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) any such Personal Data with the Personal Data concerning the Cardholder in the Bank's possession; and/or
 - for the purpose of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Cardholder generally; and/or
 - for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
 - for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
 - for purposes of any legal process initiated by or served on the Bank, whether or not the Bank is a party; and/or
 - any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars,

notices or other terms and conditions made available by the Bank to the Cardholder from time to time.

The Cardholder understands that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Malaysian law or the law of any jurisdiction to which such information is transmitted). The Bank may transfer the Personal Data outside Malaysia. Other countries may not provide the same level of protection for data as Malaysia. However, all Personal Data held by the HSBC Group or by its sub-contractors or agents will be accorded a high level of protection against any unauthorized or accidental disclosure, access or deletion. The Cardholder agrees and consents to the Personal Data being used as described and that it may be disclosed and/or transferred as stated in this clause.

The Bank may use, analyse and assess information held about the Cardholder and the Card Account, including the nature of the Cardholder's transactions, to give the Cardholder information about products and services from members of the HSBC Group and those of selected third parties which the Bank thinks may interest the Cardholder via telephone, mobile phone, electronic media, post or other means. The Bank may pass this information to other members of the HSBC Group so that they may do the same unless the Customer has objected to such disclosure for purposes of cross-selling.

Depending on the type of data, including but not limited to Personal Data and information pertaining to the Card Account, and where it is held, the Cardholder may be entitled to request details (including copies) of the information that the Bank holds about the Cardholder and to require the Bank to correct any inaccuracies. The Bank may charge a fee for the provision of any data. Requests for further information should be addressed to:

Head of Sales and Distribution
HSBC Amanah Malaysia Berhad
Ground Floor, Wisma Hamzah-Kwong Hing
1 Leboh Ampang
50100 Kuala Lumpur

The Cardholder may, at any time, choose not to receive such direct marketing information. The Cardholder must write to Direct Mailing Exclusion Coordinator at P.O. BOX 10244, 50912 Kuala Lumpur, Malaysia with the Cardholder's request and the Bank will delete the Cardholder's name from its direct marketing mailing lists without charge

(S) Exchange Control Regulations

25. (a) The Cardholder authorizes the Bank to take any steps to comply with the relevant Exchange

Control Regulations issued by Bank Negara Malaysia from time to time in respect of any overseas Card Transactions.

- (b) Where applicable, the Cardholder shall comply with the Exchange Control Regulations of Malaysia and use the Credit Card-i within the limits imposed by the Exchange Control Authorities. The Cardholder shall be responsible for complying with such regulations and limits, and amendments thereto and the Cardholder shall indemnify and hold harmless the Bank from and against all claims, liabilities and damages howsoever arising from the Cardholder's failure to so comply.

(T) Indemnity

- 26. (a) The Cardholder agrees to indemnify the Bank against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis), which the Bank may incur by reason of the provisions herein or in the enforcement of its rights.
- (b) Subject to Clause 15, the Cardholder shall upon demand pay to the Bank all legal costs, charges and expenses which the Bank may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any part of the monies owing by the Cardholder.
- (c) This indemnity shall remain in full force and effect even after termination of the Credit Card-i in accordance with clause 16 above.

(U) Disclaimer

- 27. The Bank shall not be liable for any loss, injury or damage howsoever arising including consequential and economic loss suffered by the Cardholder, as a result of:
 - (i) Card Transactions being rejected due to a "Card Referral", "Card Block" or "Card Declined" Status placed on the Credit Card-i by the Bank, as a security measure;
 - (ii) mechanical defect or malfunction of the Bank's ATMs or the HSBC Group's/VISA/Plus System and MasterCard/Cirrus ATM Network;
 - (iii) failure of the Credit Card-i;
 - (iv) the usage of any service offered in relation to the Credit Card-i;
 - (v) any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure in connection with the usage of this Service, even if the Bank, its officers, servants, employees, representatives and/or agents are

advised of the possibility of such damages, losses or expenses

(vi) by any circumstances beyond the Bank's control or by strikes or other labour disputes.

28. In the event there are disputes on transaction(s) performed with the Credit Card-i, the Bank has the discretion to decide whether or not to effect a temporary refund and/or counterfeit refund of credit to the Cardholder pending further investigation by the Bank with the merchants, acquiring banks and/or any other relevant parties. Where the merchants, acquiring banks and/or relevant parties are able to prove with sufficient evidence that the disputed transaction(s) was/were genuinely incurred and/or participated by the Cardholder, the Bank has the right to reverse the temporary credit posted.

(V) HSBC Amanah Premier and Visa Platinum Privileges

29. The list of Visa Platinum Club / MasterCard Moments privileges associated with the MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i, including the Concierge Service, published in any of the Bank's MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i brochures or publications, are provided by Visa International and MasterCard International through third party organisations and/or services provided for the benefit of MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i Cardholders. The Visa Platinum Club / MasterCard Moments privileges, including the Concierge Service are subject to change and to the Visa Platinum Club / MasterCard Moments Terms and Conditions mentioned in the MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i brochures (a copy of which is supplied to the MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i Cardholder at the time the MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i is issued and thereafter available upon request). The Bank disclaims all warranties given by the said third party organisations and/or the service providers, both expressed and implied, including, but not limited to any implied warranty of merchantability and warranty of fitness for a particular purpose, for each of the products and services, or programmes referenced in any of the MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i brochures and any of the Bank's publications which are offered by the Visa Platinum Club / MasterCard Moments, including the Concierge Service.

In addition, the MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i Cardholder undertakes to indemnify the Bank against all claims, liabilities, damages and expenses (legal or otherwise including costs on a solicitor and client basis) incurred by the Bank in relation to any act or omission of the Bank, its servants or agents (other than that resulting from its/their gross negligence) and in any event, third parties, as well as any loss or damage suffered by the Bank in relation to the Visa Platinum Club privileges / MasterCard Moments, including the Concierge Service.

(W) Authorisation or Instructions via Mail, Telephone, Internet, Telex and Facsimile

30. (a) The Cardholder authorizes the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by telephone, telex or facsimile transactions by the Cardholder or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the Instructions as fully authorized by the Cardholder and the Bank shall be entitled to take such steps in reliance upon the Instruction as the Bank may consider appropriate.
- (b) The Bank under terms of this authorization is not obliged to accept and act upon the following Instructions:
- Change in Mandate
 - Change to authorized signatories
 - Power of Attorney to another person / entity
 - Closure of the account(s) and transfer to the remaining balance by any means
31. Subject to Clauses 8 and 28, any request by mail, telephone or facsimile or online transactions including without limitation, internet banking and bill payments, made by the Cardholder to a merchant or a provider of any services for the supply of goods and/or services to be charged to the Card Account shall constitute authority:-
- (i) for the merchant or the provider of services to issue a sales voucher for the amount to be charged; and
- (ii) for the Bank to debit the Card Account with such amount charged.

The Bank shall take all reasonable steps to verify the identity of the person or persons giving the instructions.

(X) SMS Enquiry Service

32. (a) The Bank's Short Messaging System (SMS) Enquiry Service ("Service") is an option open to all existing principal Cardholders except for the following category of persons:-
- (i) Holder(s) of HSBC Amanah Credit Card-i(s) that are not issued in Malaysia; and/or
- (ii) Holder(s) of invalid or cancelled Credit Card-i(s).
- (b) The Service involves the following details being sent to the Cardholder's mobile phone, on request by the Cardholder:
- Credit Card-i outstanding balance and available credit limit (balance as at Statement

Date)

- Credit card-i latest statement balance, minimum amount due and payment due date.
- (c) The Cardholder must first register for the Service by sending a message via SMS to “36722” with the Cardholder’s following details:
- Last four (4) digits of Identification number, or
 - Last four (4) digits of Passport number (for non-Malaysians).
- (d) The Cardholder must use the same mobile phone number registered for the Service. Cardholders are required to re-register if there are changes in mobile phone number.
- (e) Error/reject messages will be sent to the Cardholders under the following circumstances:
- Unsuccessful registration
 - Invalid IC/Passport format (i.e. non-numeric) received
 - Unidentified keywords received
 - Cardholders have not registered for the Service, or
 - Others.
- (f) By registering for this Service, the Cardholder hereby expressly agrees to be bound by these Terms and Conditions and consents to the Bank disclosing their information and particulars to all third party service providers engaged by the Bank for the purpose of the Service.
- (g) The Cardholder also authorizes the Bank to send to his/her mobile phone, as registered by the Cardholder, their Credit Card-i outstanding balance; available balance of his/her credit limit; payment due date; minimum payment amount; any alerts and marketing promotions relating to the Bank’s products and services. This authorization shall remain in full force and effect until an authorized officer of the Bank receives written notice of termination of the Service and/or the Card Account from the Cardholder.
- (h) The Cardholder should send a message via SMS to “36722” with the following details:
- “BAL” for the Credit Card-i outstanding balance and available credit limit enquiry
 - “DUE” for the Credit Card-i latest statement balance, minimum amount due and payment due date enquiry

All Credit Card-i outstanding balance as advised by the Bank via the Service are accurate at the point of transmission of the SMS by the Bank.

- (i) All telephone and other charges incurred by the Cardholders in relation to all SMS enquiries shall be borne by the Cardholders. A fee of RM0.30 per SMS will be charged to the

Cardholders by the network operators for every SMS sent by the Bank to the Cardholders in relation to the Service.

(j) The Bank's decision pertaining to any enquiry and dispute received shall be final and no correspondence will be entertained.

(k) The Bank has the right to cancel, terminate or suspend the Service after giving reasonable notice to the Cardholder.

(Y) Cash Back Points Programme ("Programme")

33. (a) The Bank may from time to time and in its absolute discretion, grant the Cardholder points for usage of the Credit Card-i, whether primary or supplementary ("Cash Back Points"), as follows:-

- MPower Visa Platinum Credit Card-i / HSBC Amanah Premier MasterCard Credit Card-i: Cash Back Points are calculated at the rate of 0.5% for local retail transactions and 1.0% for overseas retail transactions for every RM1.00 billed to the Cardholder's primary and supplementary Card Accounts; and
- MPower Visa Credit Card-i: Cash Back Points are calculated at the rate of 0.5% for all retail transactions for every RM1.00 billed to the Cardholder's primary and supplementary Card Accounts.

(b) Cash Back Points are subject to any other rate as the Bank may prescribe from time to time and are NOT earned for any:-

- (i) Cash Advance or transfer and related charges;
- (ii) Fee;
- (iii) Service Tax (as determined by the Malaysian Government); or
- (iv) Balance Transfers.

(c) Cash Back Points will be credited on a monthly basis, where the accumulated Cash Back Points will be credited as cash back into the Card Account. Cash Back Points accumulated, if any, will be reflected in the Cardholder's monthly Card Statement and save for any manifest error, shall be conclusive evidence of the number of Cash Back Points earned based on usage calculated in the manner provided herein.

(d) Upon conversion and crediting or completion of the Cash Back Points, the Cardholder and/or any Supplementary Cardholder agrees that the Bank has no further liability in respect of the Cash Back Points or any part thereof.

- (e) The Bank shall not be responsible for any delay in the posting of the transactions and/or the accrual of Cash Back Points.
- (f) The Bank has the discretion to substitute, add to, vary or amend the mode of rewards associated with the Cash Back Points in any manner as it deems fit.
- (g) Cash Back Points accrued are subject to adjustment if there are any credit(s) or debit(s) posted to the Card Account including those arising from returned goods or services, or from billing disputes. Any disputed transactions/billing will not be accredited with Cash Back Points.
- (h) All Cardholders with accounts in good standing (currently not overdue in payment or exceeded limit) are eligible for the Programme. Corporate Cardholders and Standalone Private Label Cardholders are excluded from this Programme.
- (i) Cash Back Points accumulated in a Card Account by a Supplementary Cardholder(s) will be only credited to the Primary Cardholder's benefit.
- (j) The Bank may suspend or terminate the Programme at any time, by giving advance written notice to the Cardholders in any manner deemed appropriate.
- (k) The Programme will be terminated on the date stated in the written notice, after which no further Cash Back Points will accrue under this Programme. All Cash Back Points accrued up to the date of termination will be converted and credited to the Cardholder's Card Account in the manner as stated above.

(Z) General

- 34. This Agreement is governed by and construed in accordance with Shariah principles, the laws of Malaysia and applicable directives of regulatory bodies/agencies.
- 35. Any term or condition in this Agreement which is unenforceable shall not affect the remaining terms and conditions.
- 36. If there is any inconsistency between the English version and the Bahasa Malaysia version of this Agreement, the English version shall prevail.