

Revised Specific Terms
and Conditions for
Business Telephone
Banking (BTB)

Issued by HSBC Bank Malaysia Berhad (Company No. 127776-V)

BUSINESS TELEPHONE BANKING (BTB)

This service is subject to the following terms and conditions :-

a Definitions

- i. 'Application Form' means the Business Telephone Banking (BTB) application form provided by the Bank to the Customer for the purpose of applying for BTB.
- ii. 'Authorised Delegate' means any person nominated and authorised from time to time by the Customer to use BTB to, inter alia, issue Instructions. An Authorised Delegate acts as an agent of the Customer when using BTB. The Customer will ensure that the Authorised Delegate is aware of and complies with the BTB Terms.
- iii. 'Authorised Signatory' means the person or one of the persons named in the Application Form as being authorised to give the various instructions referred to under paragraph I. of these terms and conditions.
- iv. a 'banking day' and 'normal banking hours' means, unless otherwise specified by the Bank, a banking day and the normal banking hours of the Bank's main branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur.
- v. 'BTB Terms' means these terms and conditions, as may be amended from time to time by the Bank.
- vi. 'Business Telephone Banking' or 'BTB' means the services provided by the Bank as described in paragraph b. of these terms and conditions.
- vii. 'Information' means any financial or other information and data made available by the Bank to the Customer through BTB.
- viii. 'Instruction' means any request or instruction that is received from the Customer by the Bank through BTB.
- ix. 'PBN' or 'Personal Banking Number' means the unique identifier issued to each Authorised Delegate in connection with BTB.
- x. 'PIN' or 'Personal Identification Number' means a sequence of numbers issued to or adopted by any Authorised Delegate for accessing BTB or executing Instructions through BTB.

b BTB

- i. The Bank shall provide, subject to the BTB Terms and any other applicable rules and regulations, services for operation of the accounts whereby the Customer can communicate with the Bank by means of a push button tone telephone in order to give Instructions for banking transactions and to obtain Information from the Bank.
- ii. The Bank has the right to determine and vary from time to time the scope and type of BTB to be made available including, without limitation: -
 - expanding, modifying or reducing BTB at any time;

- imposing and varying any restrictions on the use of BTB such as minimum and maximum daily limits with respect to the value of any banking transaction which the Customer may conduct by using BTB; and
 - prescribing and changing the normal service hours during which BTB is available and any daily cut-off time for any type of BTB transactions. Any Instructions received by the Bank after any applicable daily cut-off time may be processed on the same day or latest by the next banking day.
- iii. The Customer agrees at all times, in addition to complying with the BTB Terms, to exercise due diligence and good faith in using BTB. Should the Bank be of the opinion that the Customer or its Authorised Delegates have in any way breached the BTB Terms, the Bank shall have the right to, without further notice, suspend or terminate the use of BTB by the Customer and/or any one or more of its Authorised Delegates.
 - iv. The Customer's use of BTB through its Authorised Delegates is governed by the BTB Terms and shall also be subject to the prevailing terms and conditions governing the operation of the accounts. In the event of any inconsistency between the BTB Terms and the rest of these Specific Terms and Conditions, the BTB Terms shall prevail.
- c Registration Procedure, PBN and PIN
- i. Each Authorised Delegate will be issued with a PBN and a PIN.
 - ii. The PBN and PIN shall be sent at separate intervals and may be sent to the Customer and/or Authorised Delegate by post or in any manner as so decided by the Bank from time to time. Any person collecting the PBN and/or PIN on behalf of the Customer and/or Authorised Delegate and purporting to be duly authorised by the Customer and/or Authorised Delegate shall be deemed by the Bank to be so authorised.
 - iii. The Bank shall not be liable for any loss, damage or expense incurred by the Customer and/or Authorised Delegate howsoever caused if the PBN and/or PIN is not in fact received by the Customer and/or Authorised Delegate.
 - iv. The Customer and each Authorised Delegate shall act in good faith, exercise reasonable care and diligence in keeping the PBN and PIN in secrecy. At no time and under no circumstances shall the Customer and each Authorised Delegate disclose the PBN and/or PIN to any other person.
 - v. The Customer shall be fully responsible for any accidental or unauthorised disclosure of the PBN and/or PIN to any other person and shall bear the risks of the PBN and/or PIN being used by unauthorised persons or for unauthorised purposes.
 - vi. Upon notice or suspicion of the PBN and/or PIN being disclosed to any unauthorised person or any unauthorised use of BTB being made, the Customer shall notify the Bank as soon as practicable by telephone at such telephone number(s) as the Bank may from time to time prescribe (and promptly thereafter provide written confirmation of the details given) and, until the Bank's actual receipt of such telephone notification, the Customer shall remain responsible for any and all use of BTB by unauthorised persons or for unauthorised purposes.
 - vii. Upon receipt by the Bank of telephone notification of lost or compromised PBN and/or PIN, the Bank shall be entitled to suspend and/or terminate BTB in respect of

the Customer's account(s) and/or to cancel the PBN and/or PIN. The Customer and/or Authorised Delegate may be issued a fresh PBN and/or PIN at the Bank's discretion.

d Instructions

- i. Each Authorised Delegate is required to key-in the PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time) in order to use BTB. The Bank will only accept an Instruction if it has been effected through BTB using the PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time).
- ii. The Customer requests and authorises the Bank to treat all apparently valid Instructions received by the Bank through BTB as instructions properly authorised by the Customer, even if they conflict with the terms of any other mandates given by the Customer at any time concerning its accounts or affairs. Subject to the Bank's obligations in paragraph d. (i) above, the Bank shall be under no other obligation to check the identity or authority of the person or persons giving the Instructions.
- iii. The Customer is responsible for the accuracy and completeness of Instructions and for ensuring that the Instructions will achieve the Customer's intended purpose. The Bank is not liable for any loss or delay where the contents of an Instruction are inaccurate or incomplete.
- iv. Any Instruction given in connection with BTB by keying-in the PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time), once given, may not be rescinded or withdrawn without the consent of the Bank. All such Instructions given, as understood and acted on by the Bank in good faith, shall be irrevocable and binding on the Customer whether given by the Customer through its Authorised Delegates or by any other person purporting to be the Authorised Delegates. The Bank shall be under no duty to verify the identity or authority of the person giving any such Instruction or the authenticity of such Instruction apart from verifying the PBN and PIN (and/or any other identifiers as shall be prescribed by the Bank from time to time) of the Authorised Delegates.
- v. The Customer agrees and accepts that:-
 - all banking transactions effected by the Bank, any member of the HSBC Group and/or any third party for the Bank pursuant to any Instruction shall be binding on the Customer in all respects;
 - when the Customer executes any fund transfer to a third party beneficiary account held with any of the Bank's branches in Malaysia or with another financial institution, the Customer's account number and the amount remitted will appear in the transaction details notified to the third party beneficiary. The Customer also authorises the Bank to disclose the Customer's name to the third party beneficiary should the beneficiary enquire of the Bank as to the identity of the remitter; and
 - the Bank is not liable for any failure by any third party with which the Customer has accounts or any other third party to execute or for any delay or other shortcoming of any such party when executing the Bank's instructions to them howsoever caused.

- vi. In the event that the Customer requests the Bank to cancel or modify any Instruction, the Bank will make all reasonable efforts to comply with the Customer's request. However, the Bank is not liable for any failure to cancel or modify the Instruction if such a request is received at a time or under circumstances that render the Bank unable to comply with the Customer's request.
- vii. The Bank is entitled to debit the Customer's accounts, wherever they are situated and whenever they are opened, with any amounts that the Bank has paid or incurred in accordance with an Instruction.
- viii. The Bank may, in its absolute discretion and without liability, refuse to act on or delay acting on an Instruction if:
 - it is a request or instruction the effect of which would be to exceed a limit imposed by the Bank upon the Customer generally or by the Customer upon the Authorised Delegate in question;
 - the Bank knows of or suspects a breach of security in respect of or in connection with the operation of one or more of the Customer's accounts or BTB generally; or
 - the Bank has terminated BTB in respect of the Customer's account(s) pursuant to paragraph m. hereof.
- ix. In the event that the Bank does not act on or delay acting on an Instruction pursuant to paragraph d. (viii) above, the Bank shall notify the Customer of this as soon as is reasonably possible.
- x. A banking transaction being carried out is not always simultaneous with an Instruction being given. Some matters may take time to process and certain Instructions may only be processed during normal banking hours even though BTB may be accessible outside such hours.
- xi. Any exchange rate, interest rate, indicative profit rate and other information quoted by the Bank through BTB is for reference only and is not binding. Any rate and information offered by the Bank for the purpose of the relevant banking transaction shall be binding on the Customer upon the Customer confirming acceptance irrespective of any different rate or information quoted by the Bank for other purposes/transactions.

e BTB Recordings

- i. All telephone calls via BTB will be recorded and these recordings shall be and remain the Bank's sole property. The Bank's recordings will be evidence of the Customer's dealings with the Bank in connection with BTB.
- ii. Subject to the applicable laws of evidence, the Customer agrees not to object to the admission of the Bank's recordings as evidence in legal proceedings because such recordings are not originals or, are not in writing.
- iii. Where the Customer gives the Bank an Instruction or request a banking transaction through BTB, the Customer undertakes to observe and comply with all applicable laws of Malaysia and the regulations, notices and directives issued by Bank Negara Malaysia (in particular, the Exchange Control Regulations of Malaysia) and any relevant authority.

f Service Interruption

- i. The Bank may (but is not obliged to) suspend any service provided to the Customer under BTB without notice where the Bank considers it necessary or advisable to do so, for example, the Bank may do so when:
 - the Bank suspects a breach or a potential breach of security; or
 - the Customer fails to take reasonable care to ensure the security of the Customer's use of BTB; or
 - the Bank needs to suspend BTB for routine, non-routine or emergency maintenance or other reasons.
- ii. The Bank will use reasonable efforts to inform the Customer if any service under BTB is not available. In the event that the Bank has levied any charge on the Customer which is specifically expressed to be for a particular service which is not available (which for the avoidance of doubt shall not mean any periodic fee charged for BTB as a whole) then the Bank will reimburse the Customer this sum. Other than reimbursing the aforesaid sum, the Bank will have no further liability to the Customer.

g Customer's Information

The Customer shall provide such information as the Bank may from time to time reasonably request for the purposes of providing BTB save that the Customer may choose not to make disclosures that are not mandatory.

h Security Provisions

- i. The Customer and all its Authorised Delegates agree to comply with the BTB Terms and any other reasonable instructions or recommendations the Bank may issue to the Customer regarding telephone banking security. The Customer agrees that it is the Customer's sole responsibility to regularly review security arrangements and controls concerning access to, and use of, BTB, in particular the Customer and any of its Authorised Delegates' control of the PBN and/or PIN and access to BTB.
- ii. The Customer agrees to ensure that each of its Authorised Delegates complies with the BTB Terms and any security procedures mentioned or referred to in it.
- iii. The Customer must ensure that its Authorised Delegates keep their PBN and PIN secure and secret at all times and take steps to prevent unauthorised use of the same. For example, the Authorised Delegates must:
 - never write or otherwise record their PBN and PIN in a way that can be understood by someone else;
 - never reveal their PBN and PIN to anyone else including, without limitation, the Bank's employees and any third parties providing account aggregation services;
 - destroy any advice from the Bank concerning their PBN and PIN promptly after receipt;
 - avoid PINs which may be easy to guess;

- inform the Bank immediately if they believe that a third party may have seen or have had access to their PBN and/or PIN;
 - ensure that they are not overlooked by anyone or monitored by closed circuit TV and must avoid allowing anyone to identify the keys they are pressing while keying-in to BTB;
 - change their PINs on a regular basis and not alternate between PINs; and
 - keep their PBN and PIN in a safe place at all times.
- iv. The Customer and/or its Authorised Delegates must notify the Bank immediately of the following:
- any unauthorised access to BTB or any unauthorised transaction or Instruction which the Customer or any of its Authorised Delegates know of or suspect; or
 - if the Customer suspects someone else knows the PBN and/or PIN of one or more of the Authorised Delegates.

In the event of any such breach or suspected breach of security the Customer must ensure that all its Authorised Delegates change their PINs immediately to ones which they have not used before.

- v. Once the Customer has notified the Bank of any unauthorised access to BTB or unauthorised Instruction or that the Customer suspects someone else knows the PBN and/or PIN of one or more of the Authorised Delegates, the Customer will not be responsible for any unauthorised Instructions carried out after the Bank has had reasonable time to suspend BTB in respect of the Customer's account(s) unless the Bank can show the Customer has acted fraudulently.
- vi. The Customer hereby agrees to comply immediately with all reasonable requests for assistance from the Bank and/or the police in trying to recover any losses or identify actual or potential breaches of security. The Bank may disclose information about the Customer or its account to the police or other third parties if the Bank thinks it will help prevent or recover losses.
- vii. If the Customer suspects any impropriety on the part of any Authorised Delegate in connection with BTB or an Authorised Delegate ceases to be the Customer's agent, the Customer must immediately take all steps available to ensure that the Authorised Delegate is unable to access BTB. The Customer further undertakes to notify the Bank immediately in writing to terminate such Authorised Delegate's access to BTB.

i Customer's Liabilities

- i. The Customer shall be fully liable and responsible for all consequences arising from or in connection with the use of BTB and/or access to any Information as a result of such use by the Customer.
- ii. The Customer will be responsible for all losses (including the amount of any banking transaction carried out without the Customer's authority) if the Customer has acted negligently so as to facilitate any unauthorised banking transaction(s), or the Customer has acted fraudulently. For the purposes of this paragraph i., negligence shall be deemed to include failure to observe any of the Customer's security duties

referred to in the BTB Terms including, without limitation, those set out in paragraph h.

- iii. The Customer shall indemnify and keep indemnified the Bank, any member of the HSBC Group and the respective officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be incurred by the Bank or any of them; and all actions or proceedings which may be brought by or against the Bank or any of them in connection with the provision of BTB or the exercise or preservation of the Bank's powers and rights under the BTB Terms, UNLESS such liabilities, actions etc. were caused by the gross negligence or wilful default of the Bank, any member of the HSBC Group, or the respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
- iv. The Customer shall fully co-operate with the Bank in fraud investigations. Any failure to cooperate or withholding of information by the Customer will be deemed to be a breach of the BTB Terms and the Bank will not be liable for all losses in the event the Customer is unable to prove that the Customer is not a party to the fraud.

j Bank's Liabilities

- i. The Bank will take reasonable care to ensure that any Information provided to the Customer by BTB is an accurate reflection of the information contained in the Bank's computer systems.
- ii. Unless due to the gross negligence or wilful default of the Bank, any member of the HSBC Group or the respective officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is less), neither the Bank nor any member of the HSBC Group or the respective officers or employees assume(s) any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:-
 - use of BTB and/or access to any Information as a result of such use by the Customer or any other person whether or not authorised;
 - disclosure to any unauthorised person of any of the Authorised Delegates' PBN and/or PIN and/or any advices concerning their PBN and/or PIN whilst the same are in transit to them;
 - breach of any provisions of the BTB Terms or failure to exercise due care in using BTB by the Customer or the Authorised Delegates;
 - the Bank acting on any Instruction (whether authorised or unauthorised by the Customer) or the Bank's misunderstanding or misinterpreting any Instruction, provided that the Bank had acted in good faith;
 - any interruption, suspension, delay, unavailability or other failure in providing BTB, in transmitting Instructions or Information caused by any acts, omissions or circumstances beyond the Bank's reasonable control including, without limitation, failure of any communication network, act or omission of any third party, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order (whether or not having the force of law);
 - disclosure of the Customer's information to any third party including, without limitation, the Central Credit Bureau;
 - the Customer's information being incorrect, erroneous or misstated howsoever caused including, without limitation:-
 - omission, misstatement, negligence (not being gross negligence) or default (not being wilful default) on the Bank's part or on the part of any member of the HSBC Group, any third party or the respective officers or employees;
 - interruption or error; or
 - delay in updating or notifying any changes to the Customer's information; and

- reliance by the Customer, the Authorised Delegates or any third party on the Customer's information which is incorrect, erroneous or misstated.
- iii. In no event shall the Bank or any member of the HSBC Group or any third party be liable to the Customer or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.
 - iv. The Bank is not obliged to monitor the Customer's use of BTB for any failure by the Customer to carry out the Customer's obligations under the BTB Terms including the Customer's security duties under paragraph h. above or to notify the Customer of any such failure.
 - v. Continued provision of BTB when the Customer is in breach of the BTB Terms, whether or not the Bank has knowledge of such breach, shall not prejudice or constitute a waiver of the Bank's rights under the BTB Terms (including without limitation paragraph i. above) which shall remain in full force and effect.
- k** Fees, Supplementary Terms, Suspension / Cancellation of BTB
- i. The Customer agrees to pay the Bank's scale of charges (if any) for providing BTB as the Bank shall advise the Customer from time to time. The Bank reserves the right to charge fees in relation to the use and/or termination of BTB in respect of the Customer's account(s). The Bank may vary the Bank's charges and the frequency and dates of payment on giving the Customer not less than thirty (30) days' notice. These charges are in addition to any charges for particular banking or other services which the Bank might provide in response to the Customer's Instructions through BTB.
 - ii. The Customer is liable for the telephone charges as a result of the use by the Customer of BTB.
 - iii. The Customer authorises the Bank to debit any of the Customer's accounts with any charges for providing BTB.
 - iv. If new features are introduced by the Bank under BTB, they may be provided on supplementary terms which will be notified to the Customer from time to time in accordance with the BTB Terms.
 - v. The Bank may modify the BTB Terms (other than in the case of any variations to the Bank's charges) by giving notice to the Customer. The Customer's continued access to and use of BTB after such modifications have been notified to the Customer shall constitute the Customer's acceptance of the same.
 - vi. The Bank reserves the right to cancel, terminate or suspend BTB with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by the Bank of BTB shall not entitle the Customer to any claim for compensation against the Bank in respect of any and all losses or damage suffered or incurred by the Customer as a direct or indirect result of the act of cancellation, termination or suspension.
- l** Authority and Indemnity
- i. The Customer requests and authorises the Bank from time to time to act upon written instructions or requests to the Bank concerning the administration of BTB, when

signed or purported to be signed by its Authorised Signatory(ies). Such instructions and requests may include, without limitation, the giving by the Customer to the Bank of requests (a) to remove or replace any Authorised Delegate; (b) to reset any PINs; or (c) to take any action to promote the continued and orderly operation of BTB.

- ii. Where any written instruction or request referred to in paragraph I. (i) above is sent by facsimile transmission, the Customer requests and authorises the Bank from time to time without further authority or notice from the Customer to act upon such instruction or request. In addition the Customer agrees that the Bank shall not be liable to the Customer or any third party for any loss or damage suffered by the Customer or any third party arising from the facsimile transmission being unauthorised or fraudulent and the Customer agrees to keep the Bank fully indemnified against any claims or demands arising therefrom.
- iii. Notwithstanding paragraph I. (ii) above, the Bank shall be entitled to refuse to act on any written instruction or request referred to in paragraph I. (i) above which is sent by facsimile transmission. The Bank agrees however to use reasonable endeavours to inform the Customer if the Bank refuses to so act.
- iv. The Bank shall not be liable for any losses arising as a result of any delays when acting in accordance with written instructions howsoever given pursuant to this paragraph I.

m Termination

- i. Either the Bank or the Customer may terminate BTB in respect of the Customer's account(s) on not less than two (2) banking days' notice to the other party.
- ii. Either the Bank or the Customer may also terminate BTB in respect of the Customer's account(s) with immediate effect by notice to the other, if the other party commits a material breach of the BTB Terms or becomes insolvent under the laws of any applicable jurisdiction.
- iii. Termination will not affect the rights and remedies of either party accrued to the date of termination nor will it affect any provision of the BTB Terms (including, without limitation, paragraphs i. (iii) and I. (ii)) which is intended to continue to apply even after termination.
- iv. Upon termination of BTB in respect of the Customer's account(s), all provisions of the BTB Terms which in order to give effect to their meaning need to survive termination, shall remain in full force and effect. Notwithstanding termination, both the Bank and the Customer shall continue to be bound by the BTB Terms to the extent that they relate to any obligations or liabilities which remain to be performed or discharged.

n Force Majeure

Neither the Bank nor the Customer will be liable for delay in performing or failure to perform any of its obligations under the BTB Terms which is caused by circumstances beyond its reasonable control, including, without limitation, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of the BTB Terms and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.

- o Agencies and Notices
 - i. The Bank may at any time appoint one or more agents to provide all or any part of BTB and references to 'the Bank' will include references to such agents. The Customer agrees that such parties shall have the benefit of any provisions of the BTB Terms which limit the Bank's liability.
 - ii. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to the BTB Terms.
 - iii. All notices and advices to be given by the Bank to the Customer under the BTB Terms shall be given in writing. All such notices and advices will be deemed to have been received by the Customer:
 - in the case of personal delivery, at the time of personal delivery or on leaving it at the last address provided by the Customer notwithstanding the subsequent return of such notices and advices;
 - in the case of posting, three (3) days from posting/despatch to the last address provided by the Customer notwithstanding the subsequent return of such notices and advices; and
 - in the case of posting on the Bank's internet site, by display and/or advertisement in newspapers, immediately after such posting, display and/or advertisement by the Bank.
 - iv. Unless otherwise specifically provided in the BTB Terms, all notices and communications from the Customer to the Bank (such as instructions to close any account(s) with the Bank) shall be in writing and shall be delivered by post or by hand to the Bank.