

Guide to Generic Terms & Conditions

(as of 1 September 2009)

These Generic Terms & Conditions are applicable to every account / product / service (other than Credit Cards-i) opened with or provided by HSBC Amanah Malaysia Berhad ("HSBC Amanah"); and should be read together with the Specific Terms & Conditions of the relevant account / product / service. Please take the time to read them as they are binding on you.

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

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

Thank you for banking with HSBC Amanah.



Generic Terms & Conditions

The following Generic Terms & Conditions ("these GTC") shall apply to every account / product / service (other than Credit Cards-i) opened with or provided by HSBC Amanah Malaysia Berhad ("the Bank") from time to time unless otherwise indicated:-

Account Statements

- 1 ▶ Account statements are sent, where applicable, at monthly intervals unless otherwise instructed or as specified in the Specific Terms & Conditions of any of the Bank's products/services or account-related documentation. The Customer agrees to promptly examine and verify all entries in each account statement (which includes any record of transaction or updated record) from the Bank and reconcile it with the Customer's own records to see if there are any errors, omissions, irregularities, discrepancies or other objections the Customer has with respect to any entries arising from whatever cause, including but without limitation, any fraudulent or unauthorised transactions or negligence of the Customer or any other person (collectively "Irregularities"). If the Customer fails or omits to notify the Bank in writing of any Irregularities within 60 days of the date of the account statement, all entries in the said account statement (including the Irregularities) shall be deemed correct, complete, authorised, conclusive and binding upon the Customer, who shall be deemed to have waived any rights to raise objections or pursue any remedies against the Bank in respect of the Irregularities, and the Bank shall be released from all liabilities for any loss that may be suffered by the Customer due to the Irregularities.

All references to "Available Funds" in these GTC or the Specific Terms & Conditions of any of the Bank's products/services shall mean those funds held in the account(s) based on the Bank's records excluding any cheques deposited but yet to be cleared and any hold on any sums but shall include any unutilised financing limits, if any.

Consolidation & Set-Off

- 2 ▶ In addition to any general lien, right of set-off or other right by way of security which the Bank may have on any of the Customer's accounts, the Customer agrees that the Bank shall have the right, at its sole discretion and without prior notice to the Customer :-
 - (a) to consolidate and apply (even if such application requires upliftment of any deposit before its maturity date) any monies held in any currency to the credit of any of the Customer's accounts ("said monies") against any indebtedness of any type (whether actual, contingent, present or future), whether owed by the Customer solely or jointly with any other person including any unpaid withholding tax ("said indebtedness"); and/or
 - (b) to refuse to repay when demanded or when the same falls due, any of the said monies to the Customer if and to the extent that the said indebtedness at the relevant time is equal to or exceeds the said monies at that time.

If the Bank exercises such right with respect to any of the said monies, the remaining said monies shall be held by the Bank on substantially the terms and conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances.

The Bank's right under this Clause shall not be affected by the Customer's death, bankruptcy, insolvency, composition with other creditors or if legal process is levied against the Customer.

Customer's Details

- 3 ▶ The Customer undertakes to promptly advise the Bank in writing, addressed to the Officer-in-Charge of Customer Accounts and Operations, of any changes in the Customer's address, telephone, mobile phone, facsimile number and/or its constitution (in the case of a company or firm), failing which the Bank shall be discharged from all liabilities for any loss suffered by the Customer upon sending any notices to the latest address and/or number found in the Bank's records.

Joint Accounts

- 4 ▶ Where the account is opened and maintained in joint or more names, the following shall apply :-
 - (a) the liabilities and obligations of each Customer shall be joint and several and notice to one Customer shall be deemed as notice to all of them;
 - (b) words denoting the singular will be deemed to include the plural and vice versa (including reference to the signature of a Customer shall be deemed to also refer to the respective signatures of the authorised signatories);
 - (c) each Customer shall be bound even though any other Customer or any person intended to be bound hereby is not;
 - (d) the Bank shall be entitled to deal separately with each Customer on any matter, including the discharge of any liabilities to any extent, without affecting the liabilities of any other Customer;
 - (e) where any Personal Identification Number (PIN) is granted, issued or created on a joint account (even where it was applied for by only one of the Customers), all Customers shall be jointly and severally liable;
 - (f) in every case, the term "Customer" shall refer to individual persons of either gender or any legal entity and applied accordingly;
 - (g) in the event of death of any of the Customers, the Bank shall hold the monies in the account to the order of the survivor(s) notwithstanding the claims of any legal representatives but without prejudice to any of the Bank's rights arising out of any lien, mortgage, charge, pledge, set-off, counter claim or otherwise howsoever, and payment to the survivor(s) shall be a complete discharge to the Bank; and
 - (h) in the event any Customer of the joint account withdraws his mandate for the other(s) to operate the joint account, the Bank shall be discharged from all liabilities for any loss suffered by the Customer arising from placing a hold on the joint account pending joint written instructions from all parties to the joint account.

Corporate / Partnership Accounts

- 5 ▶ The Customer agrees that in the absence of any directions to the contrary, all accounts subsequently opened shall be operated and dealt with upon the terms set out in the mandate given when opening the first account. In the case of a partnership, the authority first given shall remain in force until revoked in writing notwithstanding any change in the constitution or name of the firm or any change in the membership of the firm by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners. The Bank shall be entitled to treat the surviving or continuing partners or partner for the time being as having full power to carry on the business and to deal with its assets as if there had been no change in the firm.

Operation of Corporate / Partnership Accounts

- 6 ▶ The Customer shall supply the Bank with a list of the names and specimen signatures of the authorised signatories and shall from time to time inform the Bank in writing of any change together, where applicable, with a certified true copy of a resolution which shall be conclusive evidence. The Customer shall ensure that the Customer's signature on cheques, instructions and communication with the Bank corresponds to the specimen signature given, failing which the Bank has the sole discretion to decline acting on the same. Notwithstanding the foregoing, the Bank shall be entitled to act on a Customer's cheque, instructions or communication although the Customer's signature differs from the specimen signature given if the cheque, instructions or communication did, in fact, emanate from the Customer.

Amendment of Terms & Conditions

- 7 ▶ Subject to Clause 4(i); these GTC, the Specific Terms & Conditions of any of the Bank's products/ services and/or any products/services provided by the Bank including any limit(s) applicable to such products/services may be amended, deleted, terminated, suspended or added to by the Bank (without prejudice to liabilities for antecedent breaches of any conditions) through :
- (a) notice on any of the Bank's internet websites; or
 - (b) notice in the periodic statement of account; or
 - (c) notice at ATM, EFTPOS or other electronic terminals; or
 - (d) notice at any branch of the Bank; or
 - (e) any other mode the Bank deems suitable; or
 - (f) by sending a notice, in any form, to the Customer's address in accordance with Clause 3 and shall be deemed to be effective on and from the 3rd day after posting notwithstanding its subsequent return.

If the Customer does not close the Account and return all related Card(s) (where applicable) which must be duly acknowledged by the Bank prior to the expiration of such period stated in the notice, the Customer shall be deemed to have agreed to such amendments, deletions, termination, suspension or additions. All notices for any other purpose may likewise be sent in the manner described herein. The Customer may request to terminate the use of any product or service by notifying the Bank in writing and delivered to the relevant department of the Bank. In all cases of termination, the Customer shall remain liable for all antecedent transactions.

Applicable Laws & Regulations

- 8 ▶ The Customer acknowledges that the opening, operation, maintenance and closing of account(s), the provision of services by the Bank and all matters relating thereto are subject to the laws of Malaysia and any other applicable jurisdictions and to regulations, notices and directives of Bank Negara Malaysia and any relevant authority (whether in Malaysia or any other applicable jurisdictions) as well as the Bank's terms and conditions herein or as hereafter amended.

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:-

- (a) 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

- (b) 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 interest) 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 Bank has the absolute discretion:-

- (a) not to carry out any instructions or suspend the use of an account where the Bank in its sole opinion has reason to doubt its authenticity or consider it appropriate to do so; and/or
- (b) to close an account by giving the Customer two (2) weeks' written notice addressed to the Customer and sent by registered post (not being AR registered post) to the Customer's address in accordance with Clause 3 and shall be deemed received on the 3rd day after posting notwithstanding its subsequent return. In such instance(s), the Bank shall be under no obligation to furnish the reasons for exercising its discretion.

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" as the case may be) 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 any member of the HSBC Group, any service provider or third party, any bureaux or agencies established or to be established by Bank Negara Malaysia or by other authorities, the Association of Banks in Malaysia (ABM) and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation :-

- (a) 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
- (b) 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
 - (c) for purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
 - (d) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
 - (e) for purposes of any legal process served on the Bank, whether or not the Bank is a party; and/or
 - (f) 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 the 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.

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 ▶ In order for the Bank to carry out the Customer's instructions accurately, to assist the Bank to continually improve its service and in the interests of security, the Bank may (but shall not be obliged to) record the Customer's verbal instructions and/or communication with the Bank. These recordings shall be conclusive and binding on the Customer, and shall remain the Bank's sole property whereby the Bank reserves the right to destroy these recordings after such period of time as it shall determine.

Document Retention

- 12 ▶ The Bank may at its discretion retain, destroy and/or decline to furnish copies of any cheque or other items/documents/recording (including but not limited to Amanah General Investment Account-i receipts, vouchers, bank drafts) relating to any account:-

- (a) after the Bank has completed the related transaction; or
- (b) after microfilming, scanning or storing (electronically or in any other medium) the same; or
- (c) upon closure of the account whether by the Customer or by the Bank;

provided always that where such documents are retained, they will be retained in accordance with the Bank's retention policy and/or relevant regulatory requirements binding on the Bank. The Customer accordingly agrees that no liability shall attach to the Bank for the unavailability of the aforesaid documents should the Customer request for the same.

"Know Your Customer"

- 13 ▶ At the request of the Bank, the Customer shall execute such documents, perform such acts and/or furnish such documents (including but not limited to identification to the satisfaction of the Bank) as the Bank may consider expedient in connection with the provision of the Bank's products and services. If the Customer fails to do so within the time period stipulated by the Bank, the Bank may in its absolute discretion suspend, close or limit the usage of the account including but not limited to transfer of monies to third parties and furthermore, in respect of such closure of account, the Bank may in its absolute discretion return monies in the account to the source from where the monies came.

Withholding Tax

- 14 ▶ The Customer authorises the Bank to deduct at source, any applicable tax or withholding tax in respect of any profit earned in relation to any account.

Breach of Terms & Conditions

- 15 ▶ In the event of any failure to abide by or any breach of these GTC, the Specific Terms & Conditions of any of the Bank's products/services or any account-related documentation by the Customer, the Bank shall be discharged from all liabilities for any loss suffered by the Customer.

Customer Complaints

- 16 ▶ The Customer agrees to the procedure to lodge complaints as being:-
- (a) Completion of a Complaints Form to be submitted to the Officer-in-Charge of Customer Accounts and Operations. Letters from the Customer providing adequate details will also be accepted.
 - (b) An investigation into the complaint will be conducted by the Bank.
 - (c) The Bank will notify the Customer of the outcome of the investigation.

- (d) In the event the Customer is not satisfied with the findings of the investigation he is entitled to appeal to the Head of Operations and/or refer the complaint to the Financial Mediation Bureau (or such relevant organisation that may be set up from time to time) at Bank Negara Malaysia.

Security Duties for Use of ATM

- 17 ▶ All references in these GTC to "Card" shall mean Automatic Teller Machine ("ATM") cards and shall include Credit Cards-i but only to the extent of non-credit card transactions carried out via an ATM and all references to "PIN" shall mean Personal Identification Number.

The Customer hereby agrees that:-

- (a) All Cards, PINs, passwords, cheque books and any means of obtaining access to accounts issued to the Customer or created by the Customer, shall be kept under secure and sole/ respective control and use of the Customer at all times, failing which no liability will attach to the Bank. The Customer must take precautions to prevent breaches of security. These include but are not limited to:-
 - (i) not changing the PIN/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;
 - (ii) not disclosing the PIN/password to anyone (including the Bank's staff) and not referring to it in any instructions given to the Bank whether verbally, in writing or by facsimile;
 - (iii) never making a record of the PIN/password in a way that might be understood by someone else;
 - (iv) never writing the PIN/password on the Card or Bank statement or anything that is connected with the Bank;
 - (v) destroying any advice from the Bank concerning the PIN promptly after receipt; and
 - (vi) informing the Bank immediately if the Customer knows or suspects that someone else knows the PIN/password.
- (b) All transactions performed with any Card/PIN/password shall be deemed "authorised transactions" where:-
 - (i) the Card and the corresponding PIN/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 said transaction.

ATM Card & Transactions

18 ▶

- (a) The Bank shall levy a charge for new Card issuance including an annual recurring fee, where permissible and a replacement fee of RM12 (or such other amount as allowed to be imposed by the Bank from time to time) for lost or damaged Card. Such amounts shall be disclosed at account opening and stated in the Bank's Tariff and Charges (a copy of which can be downloaded from the Bank's website).
- (b) New Card(s) issued by the Bank or Cards retained by the ATM will be destroyed by the Bank should the new Card not be collected within 1 month from the date of notification or the retained Card not be collected within 1 week from the date of retention. Charges will apply for any new Card(s) requested.

- (c) Where the Customer does not use the Card for one year, the validity of the Card will lapse and the Customer will have to apply for a new Card to be issued to the Customer. The replacement charge will be debited to the Customer's account.
- (d) The Customer shall remain liable in respect of all transactions entered into prior to any notification to the Bank of loss or theft of the Card or disclosure (or suspected disclosure) of the PIN/password.
- (e) Any Card issued by the Bank shall remain the property of the Bank and must be surrendered by the Customer upon the Bank's request. The Bank has the right and sole discretion to withdraw the Card or limit or prohibit its use at anytime without prior notice. Such limitation or withdrawal of the Card-related service will result in the Card being withheld in the ATM and not returned to the Customer. The Bank shall be entitled to the immediate return of any Card(s) in the event of the closure of the Customer's account or the Customer's death. The loss or theft of any Card or disclosure (or suspected disclosure) of any PIN/password must be notified to the Bank immediately.
- (f) The Bank may, in its sole discretion permit any one Customer to the joint account to perform any Card-related transaction, unless and until the Card of the Customer who has ceased to have joint authority is surrendered to the Bank and duly acknowledged by the Bank in writing.
- (g) All ATM cash withdrawals will be subject to : -
 - (i) a daily ATM cash limit of RM5,000 or any other amounts as notified by the Bank from time to time;
 - (ii) charges as stipulated in the Bank's Tariff and Charges;
 - (iii) the available balance in the transacting account being sufficient to cover both the amount of the intended withdrawal and the said charges.

The Bank may by notification vary the handling charge from time to time at its absolute discretion.

- (h) Card transactions which are effected in currencies other than in Malaysian Ringgit will be debited to the Customer's account after conversion into Malaysian Ringgit at the prevailing rate as determined by the Bank on the day of conversion.
- (i) The Customer understands that the credit or debit balances of any account reflected on the video screen of the ATM against the Customer's account number(s) or reflected in any confirmation slip may be pending verification and/or clearance and agrees that the amount stated on the ATM video screen shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.

Cash & Cheque Deposits

19 ▶

- (a) Where the Bank has provided a special service/facility to receive cash and cheques, lines across the top left hand corner of the cheques. This is a safety measure and the the Customer shall follow the prescribed procedures correctly. All uncrossed cheques (cash or bearer cheques) to be deposited should be generally-crossed by drawing 2 parallel diagonal Customer's omission to do so shall discharge the Bank from liabilities for any loss suffered by the Customer.

- (b) All other deposits of cash (other than through the Express Cash Deposit Machine (ECDM)) 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:-
 - (i) count all cash received before leaving the counter as the Bank cannot accept responsibility for any shortage once the cash has been dispensed to the Customer;
 - (ii) check all debit/credit transaction advices as against counter transactions;failing which no liability will attach to the Bank.
- (c) Every deposit (whether made via ECDM, at the counter or any other means) shall only be deemed to have been made if verified by two members of the Bank's staff, duly cleared and such deposit is entered into the Bank's records.
- (d) The Customer understands that the amount deposited into any account reflected on the video screen of the ECDM or reflected in any confirmation slip may be pending verification and/or clearance and agrees that the amount stated on the ECDM video screen shall not for any purpose whatsoever be taken as a conclusive statement of the Customer's account(s) with the Bank.

Inward Remittances

20 ▶ The Bank reserves the right to, without prior notice:-

- (a) debit the Customer's account with cheques and other monetary instructions credited but subsequently returned unpaid or which cannot be presented or cannot be cleared due to loss, destruction or misplacing of the cheques in the process of being presented or has been erroneously credited to the Customer's account, for which no liability will attach to the Bank;
- (b) amend or alter under advice, the pay-in-slip in case of errors, wrong addition, missing items or third party account payee cheques collected in error;
- (c) to stop any inward remittance in favour of the Customer if the originator's information received by the Bank is incomplete, without being liable to the Customer for the delay or rejection of the said inward remittance.

Outward Remittances

21 ▶

- (a) All applications for remittances, including but not limited to, Telegraphic Transfers, Demand Drafts, Cashier's Orders, RENTAS, MEPS Interbank GIRO are subject to daily cut-off times as prescribed by the Bank from time to time. Applications for remittances received after the respective cut-off times will not be processed on the day of receipt and will only be processed on the next banking day. In respect of remittances dependent on other institutions, the Bank, subject to the aforementioned cut-off times will process the application and forward the same to such other institution for their processing and the Bank will not be liable for any delay and/or error in the processing of such remittance by such other institutions. Furthermore, applications for same day value are also subject to cut-off times based on the geographical location of the destination.
- (b) In the absence of any specific written instructions to the contrary, the application for Telegraphic Transfers or Demand Drafts shall be effected by the Bank in the currency in which payment is to be made by the Customer to the Bank. If applicable, in the event the Bank is unable to provide a firm exchange rate quotation, the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained, and any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Customer's account.

- (c) 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 so require it.
- (d) The Bank is at liberty to send the Telegraphic Transfer either literally or in cipher. All Telegraphic Transfers including Demand Drafts (if dispatched on behalf of the Customer at the Customer's request) shall be sent entirely at the Customer's own risk.
- (e) The Bank has the right to reverse any payments received through MEPS Interbank GIRO from a resident account holder or an external account holder for credit to an external account held with the Bank if the amount is in excess of RM5,000 per day and/or if the payment received is not a permitted source of funds under the Exchange Control regulations.
- (f) Transfer of funds from a Credit Card-i account to any third party account through MEPS Interbank GIRO shall be treated as a cash advance and be subject to the terms and conditions in the relevant Cardholder Agreement.
- (g) All charges incurred for remittances are to be debited from the relevant account. The Bank shall not be liable for any loss or delay which may occur in the transfer, transmission and/or application of funds or, in the case of remittance by Telegraphic Transfers (whether instructed by the Customer or whenever the Bank deems necessary) for any error, omission or mutilation which may occur in the transmission of the message (either 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, proceedings, claims and/or demands that may arise in connection with such loss, delay, error, omission, mutilation and/or misinterpretation.

Payment / Remittance Instructions

22 ▶

- (a) The Bank is authorised to effect any payment or remittance instructions of the Customer by any method it deems fit notwithstanding any specific instructions from the Customer. Any request by the Customer for cancellation of a payment or remittance instruction must be made in writing and shall only be effected at the Bank's sole discretion.
- (b) In order to effect any payment or remittance instructions of the Customer via a payment or clearing system operated by a party other than the Bank, the Bank may in its absolute discretion utilise any correspondent, agent, sub-agent, agency or any other financial institution and the Bank is authorised by the Customer to disclose all necessary information to the same. Such payment or remittance shall be credited to the beneficiary's account, less any charges that may be incurred in effecting the payment or remittance instruction, based solely on the account number given by the Customer.
- (c) The Bank or any correspondent, agent, sub-agent, agency or any other financial institution shall not be liable for any failures, delays, errors, omissions, interruptions, misinterpretation or any other cause arising out of payment or remittance instructions received through whatever channels of communication.

Standing / Periodic Instructions

23 ▶

- (a) Any variations or amendments to the payment amount, method of payment and periodicity of payment in relation to standing or periodic payment instructions shall be notified by the Customer to the Bank in writing or by telebanking/internet banking and subject to Clause 25, the Bank shall be authorised to effect the variations or amendments within one week of receipt of such notice.

- (b) The Bank may in its absolute discretion terminate the standing or periodic payment instructions with regard to future payments at any time by notice in writing to the Customer or without notice to the Customer at any time after receipt of written confirmation from the payee named in the standing or periodic payment instructions that no further payment is required.
- (c) The standing or periodic payment instructions will be effected provided there is sufficient funds in the account and the Bank will not be liable for any missed payment.

Priority of Payment

- 24 ▶ The Bank may in its absolute discretion conclusively determine the order of priority of payment by it of any moneys of the Customer pursuant to any cheque drawn on the Customer's account or standing instruction or any instruction by the Customer (whether in writing or otherwise) which the Customer had previously given or may hereafter give to the Bank.

Customer's Instructions

- 25 ▶ A Customer's instructions may be effected notwithstanding that:-
 - (a) they conflict with or are inconsistent with other instructions received under any mandates given by the Customer to the Bank; and/or
 - (b) such account(s) which are for the time being in credit or overdrawn, may become or remain overdrawn in consequence thereof.

In any of the above cases, the Customer shall be responsible for the resulting advance or financing thereby created with profit at the rate as determined by the Bank, for which the Bank is authorised to set-off this sum from any account(s) in credit in the name of the Customer. The Customer shall ensure that there are sufficient funds or prearranged financing in the Customer's account to meet all payment instructions.

All instructions by a Customer shall remain effective for the protection of the Bank in respect of payments made or instructions implemented in good faith notwithstanding the death or bankruptcy or the revocation of any such instructions by any means by the Customer until written notice with documents evidencing the death, bankruptcy or such revocation is received by the Bank.

Beyond Bank's Control

- 26 ▶ The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with 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, an act of God or any circumstances beyond the Bank's control.

Telecommunications

- 27 ▶
 - (a) Subject to Clause 28:-
 - (i) upon request by the Customer, the Bank is hereby authorised at its sole discretion to release information relating to the Customer's account, or the Bank's exchange rates or profit rates (which may be subject to change) via telephone, telex or facsimile. Such information or rates if given via telephone, shall not be binding on the Bank unless subsequently confirmed in writing by the Bank;

- (ii) the Customer authorises the Bank to send any account information, updates and reminders pertaining to the Customer's account with the Bank via short messaging service ("SMS") or multimedia messaging service ("MMS") sent to the mobile phone number advised by the Customer in the Bank's records including outstanding balance, available balance, financing limit, as the case may be, and any other updates that the Bank may make available from time to time.
- (b) 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 mobile phone advised by the Customer in the Bank's records), 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 emanated 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 accordingly, and the Bank shall not be liable to the Customer for any loss or damage arising in the event such telecommunication instructions in fact emanated from unauthorised individuals.

Notwithstanding anything herein, the Bank is not obligated to accept and act upon telecommunication instructions pertaining to:-

- change in account mandate
 - change of authorised signatories
 - grant of Power of Attorney to another person/entity
 - payment instructions
 - closure of account(s) and transfer of the remaining balance.
- (c) The Customer hereby irrevocably agrees to indemnify the Bank and keep the Bank indemnified (which expression shall include the Bank's successors and assigns) 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, for which the Bank is hereby authorised to set-off or combine such sums with any sum(s) standing to the credit of any account(s) of the Customer or debit such sums into any account(s) of the Customer. This indemnity shall continue notwithstanding any revocation of authorisation, termination of any service and/or closure of any account.
- (d) At the Bank's discretion, the Bank may introduce further security measures to ensure, as far as possible, that the telecommunication instructions has been authorised by the Customer.
- (e) The Customer may revoke the authorisation in this Clause 27 (i) (a) or (b) with regard to the mode of receiving information from the Bank and/or the authorisation in this Clause 27 (ii) with regard to giving telecommunication instructions to the Bank, by way of written notice signed in accordance with the account mandate and given to and received by the branch of account.

Indemnity by Customer

- 28 ▶ The Customer shall discharge the Bank from all liabilities whatsoever and howsoever arising and shall keep the Bank fully indemnified on a full indemnity basis against all losses, damages, fees, costs, charges, taxes, duties, imposts and expenses (including legal costs) or otherwise which the Bank may sustain or incur and which shall have arisen either directly or indirectly out of or in connection with the circumstances set out below, for which the Bank shall be authorised to debit or set-off from any accounts standing in credit in the Customer's name:-

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

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

Legal Expenses

- 29 ▶ All legal expenses incurred for the recovery of any indebtedness of the Customer under any financing or account shall be borne by the Customer. The Customer agrees that any judgment sum obtained by the Bank shall carry compensation charges at the rate(s) applicable to the respective financing or account from the date of the judgment order to the date of full settlement.

Conflict & Prevailing Priority

- 30 ▶ In the event of any inconsistency between these GTC, the Specific Terms & Conditions of any of the Bank's products/services and any account-related documentation, the terms and conditions shall prevail in the following order:-
 - (a) the account-related documentation;
 - (b) the Specific Terms & Conditions of any of the Bank's products/services ; and
 - (c) lastly, these GTC.

In the event of any inconsistency between the English version of these GTC and that translated into Bahasa Malaysia or any other language, the English version of these GTC shall prevail.

Notices

- 31 ▶ Any statement, notice, communication or demand required to be in writing and not specifically provided for herein or in the Specific Terms & Conditions of any of the Bank's products/services, may be sent by the Bank to the Customer by personal delivery, ordinary post or registered post (not being AR registered post) to the Customer's address in accordance with Clause 3 and shall be deemed (as the case may be) received at the time of delivery or on the 3rd day after posting notwithstanding its subsequent return.

No Waiver

- 32 ▶ No failure, act, omissions or delay on the part of the Bank in exercising any power, right or remedy under these GTC shall operate as a waiver thereof save only by express written confirmation of the same, nor shall any single or partial exercise by the Bank of any power, right or remedy preclude any other further exercise thereof or the exercise of any other power, right or remedy.

Illegality

- 33 ▶ Any provision or term herein which is prohibited or unenforceable by law shall be ineffective to the extent only of such prohibition or unenforceability without invalidating or affecting the remaining provisions or terms herein.

Fraud

- 34 ▶ The Customer shall co-operate with the Bank and the police in trying to recover any losses which result from the Bank having acted on instructions which the Customer subsequently informs the Bank were not given by the Customer or with the Customer's authority. The Bank may also disclose information about the Customer or the Customer's account to the police or other third parties including in legal proceedings if the Bank, in its absolute discretion, is of the view will help prevent or recover losses.

Fees & Charges

- 35 ▶ Fees and charges are contained in the Bank's Tariff and Charges which can be accessed from the Bank's website at www.hsbcamanah.com.my and the Customer agrees to be bound by the Bank's Tariff and Charges, which forms part of these Generic Terms & Conditions.

The Bank reserves the right to impose and/or revise service fees, tariffs, compensation charges for specific breaches of account conditions and/or other charges from time to time as the Bank in its absolute discretion thinks fit, and for which the Bank shall be entitled to debit any account which the Customer maintains with the Bank. For electronic transfers, 30 days' prior written notice shall be given to the Customer in respect of any increase of related charges, Customer's liabilities or adjustments to transaction limits on use of any Card.

Jurisdiction

- 36 ▶ The Customer irrevocably submits to the non-exclusive jurisdiction of the courts in Malaysia.

Interpretation

- 37 ▶ The Clause headings in these GTC are for ease of reference only and shall not be taken into account in the interpretation of the Clauses.