

# HSBC Amanah Malaysia Berhad ("HSBC Amanah") Universal Terms & Conditions

(January 2019 Edition)

## **EFFECTIVE DATE:**

- ▶ 7 January 2019 for all new customers of HSBC Amanah.
- ▶ 28 January 2019 for all existing customers of HSBC Amanah as at 7 January 2019.

## **These Universal Terms & Conditions consist of:**

- ▶ Generic Terms & Conditions (applicable to every account/product/service (including banking & financing facilities) opened with or provided by HSBC Amanah);
- ▶ Specific Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance;
- ▶ Specific Terms & Conditions for Retail Banking and Wealth Management; and
- ▶ Cardholder Agreement for HSBC Amanah MPower Credit Card-i/ HSBC Amanah MPower Platinum Credit Card-i/HSBC Amanah Premier World Mastercard<sup>®</sup> Credit Card-i.

These Universal Terms & Conditions are available on request and on HSBC Amanah's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my). (uploaded on 7 January 2019). 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.

**Islamic Financial Solutions**

**HSBC**   
**Amanah**

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

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These Generic Terms & Conditions (applicable to every account/product/service (including banking & financing facilities) opened with or provided by HSBC Amanah) should be read together with the Specific Terms & Conditions of the relevant account/product/service opened with or provided by **HSBC Amanah and HSBC Amanah's Terms and Conditions for Personal Internet Banking as may be amended from time to time at the absolute discretion of the Bank.**

### Account-i Statements

1. (i) 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.

- (ii) The Customer agrees that if the Customer did not register: (a) for email statements, or provide the Bank with any e-mail address; and/or (b) did not register for PIB statements, or as a user for PIB, the account statement would be sent via paper statement in hard copy to the last known address in the Bank's record and a fee (as stated in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)) would be charged for each account statement issued.

### 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 the Bank estimates in good faith to be sufficient, including taking into account exchange rate fluctuations (if applicable) of the amount of the Indebtedness plus any accruing profit, rentals or other charges;
- (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 and Obligations

3. (i) The Customer agrees to promptly notify the Bank in writing of any changes in the Customer's address, telephone, mobile phone, e-mail address and/or facsimile number in writing or via channels made available by the Bank, and for a company, limited liability partnership or conventional partnership including any changes in the Customer's name and/or constitution in writing. Pending receipt of such notice, the Bank shall send all communications to the latest address, e-mail address and/or number stated in the Bank's records and shall not be liable for any loss suffered by the Customer.
- (ii) The Customer agrees that the Customer's account shall not be used for any other purpose except for personal use.

### 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 Customer's signature;
  - (iii) a Customer shall remain bound by these Generic Terms & Conditions even if the other Customer(s) is(are) in fact not bound;

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### Joint Accounts (continued)

- (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) or Card even if it was applied for or used by only one of the Customers;
- (vi) in case of death 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;
- (vii) if any Customer withdraws his 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; and
- (viii) the operation or closure of the joint account shall be based on the instruction or authorisation given by any one Customer which shall bind all Customers, and amounts payable to or collected for any one Customer may be credited to the joint account.

### Corporate/Limited Liability Partnership/Conventional Partnership Accounts

- 5. Where the Customer is a company or a limited liability partnership, 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 conventional 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.

For the avoidance of doubt, in these Generic Terms & Conditions:

- "Limited liability partnership" means a limited liability partnership that is registered under the Limited Liability Partnerships Act 2012.
- "Conventional partnership" means and includes a partnership that is registered under the Registration of Businesses Act, 1956 (or where the partnership is based in Sabah or Sarawak, one that is registered under the relevant laws applicable in Sabah or Sarawak, as the case may be), and a partnership that is established by two or more persons for the purposes of carrying on any professional practice but is not registered under the Limited Liability Partnerships Act 2012.

### Specimen Signature of Authorised Signatory(ies)

- 6. The Customer(s) shall give the Bank the names and specimen signature(s) of all the authorised signatory(ies) on the Bank's specimen signature cards. In case of changes to the specimen signature(s) and/or authorised signatory(ies), the Customer agrees to promptly notify the Bank in writing and where customer is a corporate/limited liability partnership/conventional partnership 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 prior notice given in any of the following manner:
  - (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) 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; or
  - (vi) any other mode the Bank views suitable.

Changes or additions which:

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

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### Amendment of Terms & Conditions (continued)

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.

### Financial Crime Risk Management Activity

8. The terms in this Clause shall continue to apply even after the Bank ceases to provide any accounts, products and/or services to the Customer. *(Please refer to Clause 42 for the definitions applicable to this Clause.)*
- (i) The Customer acknowledges that the holding of accounts and use of products and/or 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 Authorities in Malaysia and other relevant jurisdictions.
  - (ii) The Bank and members of the HSBC Group are required, and may take any action to meet Compliance Obligations relating to or in connection with the detection, investigation and prevention of Financial Crime ("Financial Crime Risk Management Activity"). Such action may include, but is not limited to: (1) screening, intercepting and investigating any instruction, communication, drawdown request, application for any accounts, products and/or services, or any payment sent to or by the Customer, or on the Customer's behalf, (2) investigating the source of or intended recipient of funds (3) combining Customer Information with other related information in the possession of the HSBC Group, and/or (4) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the Customer's identity and status.
  - (iii) Exceptionally, such Financial Crime Risk Management Activity may lead to the Bank delaying, blocking or refusing the making or clearing of any payment, the processing of the customer instructions or application for any accounts, products and/or services or the provision of all or part of any accounts, products and/or services. To the extent permissible by law, neither the Bank nor any member of the HSBC Group shall be liable to the Customer or any third party for any loss (however it arose) that was suffered or incurred by the Customer or a third party, caused in whole or in part in connection with the undertaking of such Financial Crime Risk Management Activity.
  - (iv) In certain circumstances, such Financial Crime Risk Management Activity 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 such Financial Crime Risk Management Activity is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
  - (v) Where the Bank or a member of the HSBC Group has suspicions regarding Financial Crime or an associated risk, the Bank may:
    - (a) be unable to provide new, or continue to provide all or part of, the accounts, products and/or services to the Customer and reserve the right to terminate the banking relationship with the Customer;
    - (b) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
    - (c) close the Customer's account(s).

### 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; or in the event of any dispute between the joint account holders, authorised signatories, partners (whether in respect of a conventional partnership or a limited liability partnership) or directors of a company; or if the Bank were to receive conflicting instructions from the foregoing persons; or if the Customer fails to pay any fees and charges imposed by the Bank or if the Customer fails to provide sufficient information in relation to any payment instructions (including but not limited to purpose of payment); and/or
  - (ii) to close an account by giving 2 weeks' written notice to the Customer at the Customer's address or facsimile number according to Clause 3 and Clause 4(i) above by :
    - (a) personal delivery and shall be taken to have been received at the time of delivery;
    - (b) ordinary/registered post (either AR or non-AR registered) or courier and shall be taken to have been received on the 3rd day after posting or the 3rd day after despatch to the courier service provider, as the case may be, even though it may later be returned undelivered, or the Bank is not in receipt of the signed AR card or the Customer's acknowledgement of receipt; or



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### Suspension/Closure of Account (continued)

- (c) facsimile and shall be taken to have been received at the time of transmission.
- The Bank is not obliged to give its reasons for exercising its discretion to close the account.

### Collection, Processing and Sharing of Customer Information

10. The terms in this Clause shall continue to apply even after the Bank ceases to provide any accounts, products and/or Services to the Customer. *(Please refer to Clause 42 for the definitions applicable to this Clause.)*
- (i) The Bank and other members of the HSBC Group may collect, use and share Customer Information. Customer Information may be requested by the Bank or on the Bank's behalf or that of the HSBC Group, and may be collected from the Customer directly, from a person acting on the Customer's behalf, from other sources (including from publically available information), and it may be generated or combined with other information available to the Bank or any member of the HSBC Group.
  - (ii) Customer Information will be processed, transferred and disclosed by the Bank and/or members of the HSBC Group in connection with the following purposes (the "Purposes"):
    - (a) considering, at the Customer's request, whether to provide the Customer with any account, product and/or Services;
    - (b) the provision of any accounts, products and/or Services and to approve, manage, administer or effect any transactions requested or authorised by the Customer;
    - (c) meeting Compliance Obligations;
    - (d) conducting Financial Crime Risk Management Activity;
    - (e) collecting any amounts due and outstanding from the Customer;
    - (f) conducting credit checks and obtaining or providing credit references;
    - (g) taking any adverse action against the Customer, enforcing or defending the Bank's rights, or those of a member of the HSBC Group;
    - (h) for any legal process (whether by way of judicial proceedings or any other form of proceedings recognised in law) initiated by or served on, the Bank (whether or not the Bank is a party);
    - (i) for the Bank's internal operational requirements or those of the HSBC Group (including credit and risk management, system or product development and planning, takaful/insurance, audit and administrative purposes);
    - (j) maintaining the Bank's overall relationship with the Customer (including, if the Customer has not objected, marketing or promoting financial services or related products and market research);
    - (k) improving and furthering the provision of accounts, products and/or Services by the Bank and any member of the HSBC Group to the Customer generally; and/or
    - (l) any other purposes 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 (including, without limitation, the Notice to Customers relating to the Personal Data Protection Act, 2010) made available by the Bank to the Customer from time to time.
  - (iii) By using any of the accounts, products and/or Services provided by the Bank, the Customer agrees that the Bank may, as necessary and appropriate for the Purposes, transfer and disclose any Customer Information to the following recipients globally (the "Recipients") (who may also subsequently process, transfer and disclose such Customer Information for the Purposes) **subject at all times to any laws (including regulations, standards, industry code of practice, guidelines, obligations, and/or directives from any regulatory authorities) applicable to the financial institution:**
    - (a) any member of the HSBC Group which:
      - (1) provides group management oversight of the Bank and/or global and regional support, or
      - (2) carries on business within the financial services industry, or
      - (3) is a provider of services to other members of the HSBC Group;
    - (b) any sub-contractors, agents, service providers (including but not limited to professional advisers, solicitors and auditors), or associates of the HSBC Group (including their employees, directors, officers and **interns**;
    - (c) any Authorities, in response to their requests;
    - (d) persons acting on the Customer's behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, securities central depositories or depository agents, companies in which the Customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group for the Customer);
    - (e) any party acquiring interest in, or assuming risk in, or in connection with, the accounts, products and/or Services provided by the Bank;

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### Collection, Processing and Sharing of Customer Information (continued)

- (f) other financial institutions, credit reference agencies, credit reporting agencies registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website on [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my)) or credit bureaus (including those established by Bank Negara Malaysia or any of its subsidiaries, or by any other Authorities), **any insolvency department**, for the purposes of obtaining or providing credit information and/or credit references;
- (g) any third party fund manager who provides asset management services to the Customer;
- (h) the Association of Islamic Banking Institutions Malaysia (AIBIM);
- (i) any debt collection agencies that may be appointed by the Bank;
- (j) any governing or regulatory authority of the Customer;
- (k) any present or prospective guarantors or security providers of the Customer;
- (l) any person the Bank believes in good faith to be tendering payment on the Customer's behalf; wherever located, including in jurisdictions which do not have data protection laws that provide the same level of protection as Malaysia. Whether it is processed in Malaysia or overseas, in accordance with data protection legislation, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to. The Customer understands that the Bank or any of the Recipients will be obliged to disclose Customer Information if legally compelled to do so by any Laws.
- (iv) If the Customer has a joint account, the Bank may also disclose to any of the co-account holders, Customer Information provided to the Bank in relation to the account.
- (v) If the Customer is a company, limited liability partnership, conventional partnership, association or society, the Bank is authorised to provide in its sole discretion, any Customer Information on or relating to the Customer's account or any such Services provided to the Customer, to any one or more of the directors, partners, office bearers, or such other persons of whom the Bank is satisfied as being members of the governing body of the Customer as the case may be irrespective of whether such persons are the authorised signatories and if they are, irrespective of their signing authority under the Customer's account or any Services provided to the Customer.
- (vi) The Customer confirms and warrants that every Connected Person whose information (including Personal Data or Tax Information) the Customer (or any other person on the Customer's behalf) provided, or will from time to time provide, to the Bank or a member of the HSBC Group, has been notified of and agreed to the provision, processing, disclosure and transfer of their information as set out in this Clause 10 before their information is provided. The Customer must at the same time advise them that they have rights of access to, and correction of, their Personal Data.
- (vii) The Customer agrees to inform the Bank promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank from time to time, and to respond promptly to any request from the Bank.
- (viii) Where:
  - (a) the Customer fails to provide promptly Customer Information that the Bank reasonably requested; or
  - (b) the Customer withholds or withdraws any consents that the Bank may need to process, transfer or disclose Customer Information for the Purposes (except for purposes connected with marketing or promoting products and Services to the Customer); or
  - (c) the Bank or a member of the HSBC Group has suspicions regarding Financial Crime or an associated risk; the Bank may:
    - (1) be unable to provide new, or continue to provide all or part of, the accounts, products and/or Services to the Customer and reserve the right to terminate the banking relationship with the Customer;
    - (2) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations; and/or
    - (3) close the Customer's account(s).
- (ix) The Customer acknowledges that, from time to time, the Bank may be requested to provide banker's reference to other financial institutions or other third parties about the Customer and the Customer authorises the Bank to provide such banker's reference should the Bank in its absolute discretion decide to do so, provided however that nothing herein shall be taken to impose any obligation on the Bank (whether contractual or otherwise) to provide such banker's reference.
- (x) The Bank may use, analyse and assess Customer 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.



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## Generic Terms & Conditions (January 2019)

### Collection, Processing and Sharing of Customer Information (continued)

The Customer may, at any time, choose not to receive 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.

- (xi) 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 **can be made by visiting any of the Bank's \*branches to complete the data access form. For information regarding policies and practices and kinds of data held, you can contact:**
- Personal Data Protection Officer**  
**HSBC Malaysia Berhad**  
**2 Leboh Ampang**  
**50100 Kuala Lumpur**  
**Tel: +603 2075 3000**  
**Email: pdpo@hsbc.com.my**

*\* not applicable to HSBC Amanah Malaysia Berhad's mini branches.*

### 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. (i) 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.
- (ii) If the Customer or a shareholder (whether direct or indirect, legal or beneficial) of the Customer is a company incorporated in a country that permits issuance of bearer shares, the Customer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank, failing which the Bank reserves the right to terminate the banking relationship with the Customer.

### Tax Compliance

14. The terms in this Clause shall continue to apply even after the Bank ceases to provide any accounts, products and/or services to the Customer. *(Please refer to Clause 42 for the definitions applicable to this Clause.)*
- (i) Certain countries may have tax legislation with extra-territorial effect regardless of the Customer's or Connected Person's place of domicile, residence, citizenship or incorporation. Neither the Bank nor any member of the HSBC Group provides tax advice. The Customer is advised to seek independent legal and/or tax advice. Neither the Bank nor any member of the HSBC Group has responsibility in respect of the Customer's tax obligations in any jurisdiction which they may arise including any that may relate specifically to the opening and use of accounts, products and/or services provided by the Bank and/or members of the HSBC Group.

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### Tax Compliance (continued)

- (ii) The Customer acknowledges that the Customer is solely responsible for understanding and complying with the Customer's tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of accounts, products and/or services provided by the Bank and/or members of the HSBC Group. The Customer confirms and warrants that each Connected Person acting in their capacity as a Connected Person (and not in their personal capacity) also makes the same acknowledgement in their own regard.
- (iii) The Customer agrees to inform the Bank promptly, and in any event, within 30 days in writing if there are any changes to Customer Information supplied to the Bank from time to time, and to respond promptly to any request from the Bank.
- (iv) Where the Customer fails to provide promptly Customer Information that the Bank reasonably requested, the Bank may:
  - (a) be unable to provide new, or continue to provide all or part of, the accounts, products and/or services to the Customer and reserve the right to terminate the banking relationship with the Customer;
  - (b) take actions necessary for the Bank or a member of the HSBC Group to meet the Compliance Obligations (such as that described in paragraph (v) below); and/or
  - (c) close the Customer's account(s).
- (v) The Customer acknowledges that failure to supply promptly, the Customer's or a Connected Person's Tax Information and accompanying statements, waivers and consents, as may be requested, may result in the Bank making its own judgment with respect to the Customer's status, including whether the Customer is reportable to a Tax Authority, and may require the Bank or other persons to withhold amounts as may be legally required by any Tax Authority and paying such amounts to the appropriate Tax Authority.

### 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 Ombudsman for Financial Services, Securities Industry Dispute Resolution Center 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 (a) ATM cards and includes credit card-i(s) when used in an ATM, and (b) debit card-i which function as ATM cards and as payment instruments linked to the Customer's deposit account(s) with the Bank which can be used to pay for goods and services at point-of-sale terminals ("POS terminals").
  - "PIN" means personal identification number.

The Customer agrees that:

- (a) It is the Customer's responsibility to abide by the terms and conditions for the use of any of the accounts, products and/or Services provided by the Bank including but not limited to using the accounts, products and/or Services responsibly and not for any unlawful activity and shall keep all Cards, PINs, passwords, cheque books and any other means of obtaining access to accounts secure and under personal control at all times, including at the Customer's place of residence, 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:
  - (i) not changing the PIN or password to a number and/or name which:
    - may be easy to guess such as dates of birth, telephone numbers, names, initials, passport number, driving licence details, etc; or
    - is a sequence of numbers associated with the account number;

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## Generic Terms & Conditions (January 2019)

### Customer's Security Duties (continued)

- (ii) 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;
  - (iii) not allowing any other person to use the Card and PIN;
  - (iv) never making a record of the PIN or password in a way that might be understood by someone else;
  - (v) never writing the PINs or password on the Card or account statement or anything that is connected with the Bank;
  - (vi) promptly destroying any advice from the Bank concerning the PIN after receipt; and
  - (vii) informing the Bank immediately if the Customer knows or suspects that someone else knows the PIN or password.
- (b) The Customer shall promptly notify the Bank:
- (i) as soon as reasonably practicable after having discovered that the Card is lost, stolen or that an unauthorised transaction had occurred or the PIN may have been compromised;
  - (ii) immediately without undue delay of any change to Customer's contact number or upon receiving transaction alert (SMS) for unauthorised transaction or discovered any discrepancy in the Customer's account statement.
- (c) 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 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; and
  - sales draft retrieval fee (where applicable);
- 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](http://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 or purchase 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, conversion or closure of account/i, 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 machine.
- (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 and which may be reduced by the Customer by giving written instructions over the counter to the Bank;
  - (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](http://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.

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## Generic Terms & Conditions (January 2019)

### Use of Card (continued)

- (viii) The Customer agrees that cash withdrawals carried out at ATM outside Malaysia will be debited to the account after conversion to Ringgit Malaysia at the exchange rate determined by Visa International, on the date of conversion in addition to a foreign currency conversion cost of 1% as well as any transaction fee charged by Visa International.
- (ix) The Customer acknowledges that the credit or debit balance on the ATM video screen, the internet, any other terminal or channel, or advice slip may be pending verification and/or clearance and cannot be taken as a conclusive statement of the account balance.
- (x) The Customer also acknowledges that ATM and other automated facilities are currently not configured for use by the print handicapped or visually impaired persons and such Customer will not hold the Bank liable for the grant of a Card to the Customer at the Customer's request and for all actions, suits, proceedings, claims, demands, losses, costs, damages and any expense which may be incurred in connection with using the Card at the ATM or other automated facilities.

### Use of Debit Card-i

#### 19. Use of debit card-i

- (i) The Customer acknowledges and agrees that:
  - (a) the Customer must sign the debit card-i immediately on receipt from the Bank;
  - (b) the debit card-i is not transferable and can only be used by the person to whom it is issued;
  - (c) the debit card-i may only be used during the validity period stated on the card;
  - (d) the debit card-i may be linked to the Customer account(s) for ATM transactions;
  - (e) the Customer may choose to designate and link only one account to the debit card-i from which payments at POS terminals will be debited to;
  - (f) purchases at POS terminals are subject to the limits set by the Bank which may be increased or decreased by the Customer in multiples of RM500 up to the specified limit as stated for the time being on the Bank's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) by giving written instructions over the counter to the Bank;
  - (g) the Customer will not use the debit card-i for or in connection with any unlawful activity or non Shariah compliant activities or purpose (including without limitation online gambling) and which may result in the Bank rejecting transactions at POS terminals and terminating the debit card-i immediately, without any liability on the Bank; and
  - (h) the Customer will not hold the Bank liable, responsible or accountable in any way whatsoever by reason of any loss, damage, or injury howsoever caused or if the debit card-i is not honoured, due to any mechanical defect or malfunction of any ATM, POS terminal, internet network or such other terminals or channels available or due to a loss or interruption of power supply.
- (ii) The Customer agrees that all transactions on the debit card-i are subject to:
  - (a) the respective ATM daily withdrawal and debit card-i purchase limits;
  - (b) fees as stated for the time being in the Bank's Tariff and Charges on the Bank's website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my); and
  - (c) the Available Balance in the designated account being enough to cover any amount to be withdrawn from ATM, purchases at POS terminals and fees.
- (iii) The Customer acknowledges that for payments at POS terminals:
  - (a) the Customer must enter PIN when prompted for PIN entry to complete the purchase or the transaction may be declined;
  - (b) the Customer may not be required to enter PIN for transactions performed overseas in which case the Customer's signature will be required;
  - (c) the Customer may not be required to sign or enter PIN for contactless transactions performed locally below RM250 or such other amount as determined by Visa and/or the Bank;
  - (d) the merchant may check to ensure there are sufficient funds in the designated account by sending an authorisation request to the Bank;
  - (e) on approval for some transactions, part of the account balance may be blocked until the transaction is concluded;
  - (f) for Automated Fuel Dispenser ("AFD") transactions for petrol purchases, the block shall be held for T + 3 working days with "T" being the transaction day; and
  - (g) for non AFD transactions, the block shall be held until the transaction is finalized and the final amount debited from the account;
  - (h) the Bank is not liable for any act or omission of any merchant establishment including any refusal to honour the debit card-i, or any defect or deficiency in any goods or services supplied to the Customer by such merchant;



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## Generic Terms & Conditions (January 2019)

### Use of Debit Card-i (continued)

- (i) the Customer shall resolve all complaints, claims and disputes against the merchants directly and the Customer agrees not to involve the Bank in any such claims, dispute or legal proceedings; and
- (j) the Bank shall not be liable for any payment remitted to the merchant notwithstanding any claims and/or disputes that the Customer may have against the merchant.
- (iv) The Customer agrees that withdrawal and purchase transactions carried out in a currency other than Ringgit Malaysia will be debited to the account after conversion to Ringgit Malaysia at the exchange rate determined by Visa International, on the date of conversion in addition to a foreign currency conversion cost of 1% as well as any transaction fee charged by Visa International.
- (v) The Customer shall not use or attempt to use the debit card-i unless there are sufficient funds in the account.
- (vi) (a) In the situation of a card-present unauthorised transaction which require PIN verification, the Customer shall not be liable for the disputed transaction, unless the Customer is proven to have:
  - (i) acted fraudulently;
  - (ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Customer's debit card-i;
  - (iii) voluntarily disclosed Customer's PIN to another person;
  - (iv) recorded the PIN on Customer's debit card-i, or on anything kept in close proximity with the debit card-i, which could be lost or stolen together with the debit card-i;
- (b) In the situation of a card-present unauthorised transaction which require signature verification or the use of a contactless card, the Customer shall not be liable for the disputed transaction, unless the Customer is proven to have:
  - (i) acted fraudulently;
  - (ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Customer's debit card-i;
  - (iii) left the debit card-i or an item containing the debit card-i unattended, in places visible and accessible to others, except at the Customer's place of residence. However, the Customer is expected to exercise due care in safeguarding the debit card-i even at the Customer's place of residence; or
  - (iv) voluntarily allowed another person to use the Customer's debit card-i.
- (c) To facilitate the Bank investigating into any report of lost or stolen debit card-i, the Bank will require the assistance of the Customer to perform the following:
  - (i) notwithstanding that the Customer may have lodged a verbal report, the Bank will require the Customer to complete a written report, which may include the completion of a questionnaire; and
  - (iv) to provide the Bank with a copy of a police report filed in relation to the lost or theft of the debit card-i.
- (vii) The Customer also acknowledges that ATM, POS terminals and other automated facilities are currently not configured for use by the print handicapped or visually impaired persons and such Customer will not hold the Bank liable for the grant of a debit card-i to the Customer at the Customer's request and for all actions, suits, proceedings, claims, demands, losses, costs, damages and any expense which may be incurred in connection with using the debit card-i at the ATM, POS terminals or other automated facilities.

### Cheque & Cash Deposits

- 20 (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, the internet, any other terminal channel 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.



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### Cheque & Cash Deposits (continued)

- (v) The Customer also acknowledges that cheque and cash deposits made through the automated facilities provided by the Bank will be processed in accordance with the Bank's cut-off times as specified on the video screen of the facility and if not specified on the facility, at the Express Banking lobby of the Bank.

### Foreign Currency Cheques

21. (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.
- (iii) The Customer further acknowledges and agrees:
- that the Bank may at its absolute discretion refuse to accept for collection or purchase any foreign currency cheque, bill or other instrument notwithstanding that there is no irregularity or alteration on such foreign currency cheque, bill or other instrument or that an alteration has been countersigned by the Customer;
  - that the Bank is not obliged to give its reasons for exercising its discretion to refuse to accept for collection or purchase any foreign currency cheque, bill or other instrument; and
  - that the Bank shall not be liable for any loss suffered by the Customer.

### Inward Remittances

22. 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 or if the originator does not furnish the Bank with the purpose of the remittance, 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 originator does not furnish the Bank with the purpose of the payments, or if the amount is more than RM10,000 per day and/or if it is from a non-permitted source under Foreign Exchange Administration regulations.

### Outward Remittances

23. (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.

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### Outward Remittances (continued)

- (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-i 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

24. (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 subject to the Bank's right to debit the Customer's account for all charges and any foreign exchange losses arising from the cancellation.
- (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

25. (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.

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### Carrying Out Standing/Periodic Instructions (continued)

- (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

26. 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](http://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 any occasion under Autopay Out, it will cause the Customer's instructions to be automatically cancelled;
  - 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

27. 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

28. 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.

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### Beyond Bank's Control

29. 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

30. (i) Subject to Clause 31:

- (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), **electronic medium (i.e. online communications including but not limited to instructions received via mobile banking applications)**, telex, facsimile (**excluding instructions received for Credit Card-i accounts**) 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 30(i)(a) or (b) and/or Clause 30(ii) by written notice signed according to the account mandate and given to the branch of account.

### Indemnity from Customer

31. 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;

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### Indemnity from Customer (continued)

31. (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

32. 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

33. If there is any inconsistency between these Generic Terms & Conditions, the applicable Specific Terms & Conditions and any account-related/Services-related documentation, the terms and conditions shall prevail in the following order: (*please refer to Clause 42 for the definition of "Services"*)
- (a) Clauses 8, 9, 10, 14 and 42 of these Generic Terms & Conditions;
- (b) the account-related/Services-related documentation;
- (c) the applicable Specific Terms & Conditions; and
- (d) lastly, all the other clauses of these Generic Terms & Conditions not specified in paragraph (a) above.

### Notices

34. 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](http://www.hsbcamanah.com.my)*):
- (a) that is required to be in writing, may be given by the Bank to the Customer at the Customer's address, email address or facsimile number according to Clause 3 and Clause 4(i) above by:
- (i) personal delivery and shall be taken to have been received at the time of delivery;
- (ii) ordinary/registered post (either AR or non-AR registered) or courier and shall be taken to have been received on the 3rd day after posting or the 3rd day after despatch to the courier service provider, as the case may be, even though it may later be returned undelivered, or the Bank is not in receipt of the signed AR card or the Customer's acknowledgement of receipt;
- (iii) facsimile and/or email and shall be taken to have been received at the time of transmission; or
- (iv) 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 & No Assignment

35. (i) 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.
- (ii) The Customer is not allowed to assign or transfer any of the Customer's rights or obligations to any person unless with the Bank's prior written agreement.

### Illegality

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



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## Generic Terms & Conditions (January 2019)

### Dormant Account

37. (i) An account with no deposits and withdrawals for a continuous period of 12 months (excluding those initiated by the Bank) shall be classified by the Bank as dormant. An account which is dormant for a continuous period of 7 years shall be classified as unclaimed monies and dealt with in accordance with the requirements of unclaimed monies.
- (ii) The Customer will not be able to transact on a dormant account until the Customer reactivates the account at the Bank's counter or Bank's Telebanking Centre with proper verification before the account is classified as unclaimed monies.

### Fraud

38. 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

39. 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](http://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](http://www.hsbcamanah.com.my) (as updated from time to time).

### Jurisdiction

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

### Shariah Compliance

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

### Definitions

42. For the purpose of Clauses 8, 10, 14 and 33:

**"Authorities"** includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any member of the HSBC Group.

**"Compliance Obligations"** means obligations of the HSBC Group to comply with: (1) Laws or international guidance and internal policies or procedures, (2) any demand from Authorities or reporting, disclosure or other obligations under Laws, and/or (3) Laws requiring the Bank to verify the identity of customers.

**"Connected Person"** means a person or entity (other than the Customer) whose information (including Personal Data or Tax Information) is provided by, or on behalf of, the Customer to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of any accounts, products and/or Services. A "Connected Person" may include, but is not limited to, any guarantor or security provider, a shareholder, director or officer of a company, guarantor or security provider, partners or members of a partnership, office-bearers, any signatories, users, delegates or system administrators, any "substantial owner", "controlling person", or beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship to the Customer that is relevant to the Customer's relationship with the HSBC Group.

**"controlling persons"** means individuals who exercise control over an entity. For a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and for entities other than a trust, these are persons in equivalent or similar positions of control.

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## Generic Terms & Conditions (January 2019)

### Definitions (continued)

**"Customer Information"** means (1) Personal Data, (2) confidential information (including information about the Customer, the Customer's accounts, transactions and use of the Bank's products and Services, and the Customer's relationships with the HSBC Group) and/or (3) Tax Information of either the Customer or a Connected Person.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any Laws relating to these matters.

**"Financial Crime Risk Management Activity"** means detection, investigation, reporting and prevention of Financial Crime.

**"HSBC Group"** means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually), and "member(s) of the HSBC Group" has the same meaning.

**"Laws"** include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to the Bank or a member of the HSBC Group.

**"Personal Data"** means any information relating to an individual from which the individual can be identified including any expression of opinion about the individual.

**"Services"** includes financing and banking facilities, and other banking services.

**"substantial owners"** means any individuals entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

**"Tax Authority"** means local or foreign tax, revenue or monetary authorities.

**"Tax Certification Forms"** means any forms or other documentation as may be issued or required by a Tax Authority or by the Bank from time to time to confirm the tax status of the Customer or of a Connected Person.

**"Tax Information"** means documentation or information about the Customer's tax status and the tax status of any owner, "controlling person", "substantial owner" or beneficial owner of the Customer, that the Bank considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any member of the HSBC Group's obligations to any Tax Authority. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

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

## Contents

### Accounts

1. Premier and Advance Account-i
2. Advance Link Account-i (To be linked to the Advance Account-i)
3. Services - HSBC Amanah Premier
4. Services - HSBC Amanah Advance

## Specific Terms & Conditions (January 2019)

### for HSBC Amanah Premier and HSBC Amanah Advance

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 Retail Banking and Wealth Management of the relevant account/product/service opened with or provided by HSBC Amanah.

#### 1. Premier and Advance Account-i

*[Premier Account-i: Eligible for protection by PIDM]*

*[Advance Account-i: Eligible for protection by PIDM]*

These accounts are based on the Shariah principle of Qard (Loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions and the Bank undertakes to deliver the deposit to the Customer on demand.
- b. The Customer is required to maintain the account minimum eligibility criteria stated in [www.hsbcamanah.com.my/1/2/amanah/premier](http://www.hsbcamanah.com.my/1/2/amanah/premier) for HSBC Amanah Premier and [www.hsbcamanah.com.my/1/2/amanah/amanah-advance](http://www.hsbcamanah.com.my/1/2/amanah/amanah-advance) for HSBC Amanah Advance, as determined by the Bank which is subject to change from time to time ("Eligibility Criteria") for the account failing which a monthly account fee stated in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my/1/2/amanah/home](http://www.hsbcamanah.com.my/1/2/amanah/home) shall be imposed.
- c. Returns generated from utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah (reward) to be given is at the Bank's sole discretion.
- d. 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.
- e. The Customer agrees not to:
  - write any notations on the face of a cheque, and if any are written, the Bank has the right to ignore the notations without being liable to the Customer;
  - make any changes on a cheque, and the Bank has the right to dishonour and return a cheque which the Bank views as having any changes, even if countersigned by the authorised signatories; and
  - issue cheques when there are insufficient funds in the account otherwise penalty charges for returned cheques due to insufficient funds as stated for the time being in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) will be charged and debited to the account.
- f. (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 spoilt cheques;
 failing which no liability shall attach to the Bank.
- g. 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.

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

## Contents

### Accounts

1. Premier and Advance Account-i
2. Advance Link Account-i (To be linked to the Advance Account-i)
3. Services - HSBC Amanah Premier
4. Services - HSBC Amanah Advance

## Specific Terms & Conditions (January 2019)

for HSBC Amanah Premier and HSBC Amanah Advance

### 1. Premier and Advance Account-i (continued)

- h. 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.

### 2. Advance Link Account-i (To be linked to the Advance Account-i)

*[Advance Link Account-i: Eligible for protection by PIDM]*

This account is based on the Shariah principle of Qard (Loan).

- a. To open a Advance Link Account-i, the Customer must have:
- a Advance Account-i; and
  - registered and activated Personal Internet Banking ("PIB").
- No debit card-i or cheque book will be issued. A maximum of 10 Advance Link Accounts-i can be set up for each Advance Account-i.
- b. The Customer can personalise the Advance Link Account-i with a name of up to twenty eight (28) characters which will appear on PIB for the Customer's reference only. The Customer agrees that the Advance Link Account-i is not constituted as a trust account and the Bank is not responsible to monitor that the Advance 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 Advance Link Account-i ("Selected Tenure"); and
  - set up a monthly Standing Instruction ("SI") authorising the Bank to transfer a fixed sum from the Advance Account-i to the Advance Link Account-i on a specific date every month throughout the tenure.
- The Customer is only required to set up one SI for each Advance 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 Advance Link Account-i; or
  - transfer or withdraw any amount to the Advance Account-i, provided there is a minimum balance of RM20 in the Advance 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 Advance Link Account-i directly but by transferring the requisite amount to the Advance Account-i through PIB and then withdrawing from the Advance Account-i, subject to its terms and conditions.
- g. Credit balances in the Advance Link Account-i are not available for payment of cheques issued under the linked Advance Account-i.
- h. The Customer agrees that the Bank will execute the SI every month. There will be no contribution to the Advance Link Account-i if the Bank cannot execute the SI due to insufficient funds in the Advance Account-i.

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

## Contents

### Accounts

1. Premier and Advance Account-i
2. Advance Link Account-i (To be linked to the Advance Account-i)
3. Services - HSBC Amanah Premier
4. Services - HSBC Amanah Advance

## Specific Terms & Conditions (January 2019)

for HSBC Amanah Premier and HSBC Amanah Advance

### 2. Advance Link Account-i (To be linked to the Advance Account-i) (continued)

- i. If the Bank is unable to execute the SI for three (3) consecutive months, the Advance Link Account-i shall be closed on the day before the next SI is to be effected unless there are sufficient funds in the linked Advance Account-i. On closure of the Advance Link Account-i, the balance in the Advance Link Account-i less any applicable fees shall be transferred to the Advance 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](http://www.hsbcamanah.com.my) will be deducted from the Advance 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 (c) above; or
  - (ii) the Customer failing to set up an SI within three (3) months from the date of opening of the Advance Link Account-i; or
  - (iii) the Customer closes the Advance Link Account-i before expiry of the Selected Tenure.

If there are insufficient funds in the Advance Link Account-i, the Customer authorises the Bank to deduct the Premature Account Closure Fee from the linked Advance Account-i or any other credit balance held with the Bank.
- k. At the end of the Selected Tenure:
  - the Advance Link Account-i will automatically be closed; and
  - the credit balance less any fee will be transferred to the linked Advance Account-i.

### 3. Services - HSBC Amanah Premier

- a. HSBC Amanah Premier Services
 

HSBC Amanah Premier Services ("Premier Services") are offered exclusively to Customers who satisfy the Eligibility Criteria for HSBC Amanah Premier. A description of the Premier Services can be:

  - found in the HSBC Amanah Premier Welcome Pack; and
  - viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my); and
  - shall form part of and be read with these Terms and Conditions.
- b. 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 repayment on demand; and
    - may be withdrawn at the discretion of the Bank which includes 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.
- c. 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.
- d. Re-designation, etc of Premier Accounts-i
  - (i) The Bank may, at its sole discretion allocate, vary, withdraw, re-designate, convert, ("re-designate") any or all of the HSBC Amanah Premier Accounts-i, if the Eligibility Criteria 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.



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

## Contents

### Accounts

1. Premier and Advance Account-i
2. Advance Link Account-i (To be linked to the Advance Account-i)
3. Services - HSBC Amanah Premier
4. Services - HSBC Amanah Advance

## Specific Terms & Conditions (January 2019)

for HSBC Amanah Premier and HSBC Amanah Advance

### 3. Services - HSBC Amanah Premier (continued)

- (ii) If the customer does not maintain a minimum balance as determined by the Bank for the HSBC Amanah Premier Account-i for a consecutive 12 months, the Bank has the discretion to downgrade the HSBC Amanah Premier Account-i to any other account automatically ("auto-conversion").
  - (iii) If the Bank exercises its discretion to re-designate/auto-convert, the Bank shall notify the Customer and adjust and/or vary all features currently enjoyed by the Customer.
  - (iv) Following a re-designation/auto-conversion, 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 paid 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/Account-i that the Customer shall enjoy as a result of the variation shall immediately become binding on the Customer.
  - (v) The Premier ATM/Debit Card-i and Premier World Mastercard Credit Card-i which can only be held together with a Premier Account-i must be surrendered to the Bank and any outstanding balances must be settled within 90 days following a re-designation/auto-conversion. The Premier ATM/Debit Card-i and Premier World Mastercard Credit Card-i will no longer be operational and will be cancelled/terminated at the end of the 90 days after the re-designation/auto-conversion of the HSBC Amanah Premier Account-i.
  - (vi) 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/auto-conversion 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.
- e. 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:
- (i) any delays, errors or malfunction in the transmission or receipt of messages sent via the facsimile or internet facilities; or
  - (ii) any loss, damage or injury caused to the Customer during the Customer's use of the Facilities; or
  - (iii) 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.
- 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; 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 World Mastercard Credit Card-i 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-i 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.

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

## Contents

### Accounts

1. Premier and Advance Account-i
2. Advance Link Account-i (To be linked to the Advance Account-i)
3. Services - HSBC Amanah Premier
4. Services - HSBC Amanah Advance

## Specific Terms & Conditions (January 2019)

for HSBC Amanah Premier and HSBC Amanah Advance

### 3. Services - HSBC Amanah Premier (continued)

- (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.

### 4. Services - HSBC Amanah Advance

#### a. HSBC Amanah Advance Services

HSBC Amanah Advance Services ("Advance Services") are offered exclusively to Customers who satisfy the Eligibility Criteria for HSBC Amanah Advance. A description of the Advance Services can be:

- found in the HSBC Amanah Advance e-Welcome Pack; and
- viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my); and
- shall form part of and be read with these Terms and Conditions.

#### b. Cheque Protection Facility

(i) The Cheque Protection facility (by way of cheque issuance of up to RM200):

- 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 repayment on demand; and
- may be withdrawn at the discretion of the Bank which includes 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.

#### c. Account Statements

A consolidated monthly account statement shall:

- be made available in hard copy form or electronic format for download ("E-Statement"); 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.
- The E-statement may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.

#### d. Re-designation, etc of Advance Accounts-i

- (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 Advance 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 Customer does not maintain a minimum balance as determined by the Bank for the HSBC Amanah Advance Account-i for a consecutive 12 months, the Bank has the discretion to downgrade the HSBC Advance Account-i to any other Account-i automatically ("auto-conversion").
- (iii) 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.
- (iv) 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 paid 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.

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

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### Accounts

1. Premier and Advance Account-i
2. Advance Link Account-i (To be linked to the Advance Account-i)
3. Services - HSBC Amanah Premier
4. Services - HSBC Amanah Advance

## Specific Terms & Conditions (January 2019)

for HSBC Amanah Premier and HSBC Amanah Advance

### 4. Services - HSBC Amanah Advance (continued)

(v) The Advance ATM/Debit Card-i and Advance Visa Platinum Credit Card-i which can only be held together with a Advance Account/i must be surrendered to the Bank and any outstanding balances must be settled within 90 days following a re-designation/auto-conversion. The Advance ATM/Debit Card-i and Advance Visa Platinum Credit Card-i will no longer be operational and will be cancelled/terminated at the end of the 90 days after the re-designation/auto-conversion of the HSBC Amanah Advance Account-i.

(vi) 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.

#### e. 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; 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.

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

## Contents

### Accounts

1. Amanah Passbook Savings Account-i
2. Amanah Statement Savings Account-i
3. Amanah Current and Basic Current Account-i
4. Amanah Basic Savings Account-i
5. Term Deposit-i

### Foreign Currency (FCY) Accounts-i

6. FCY Savings Account-i
7. FCY Term Deposit-i

# Specific Terms & Conditions (January 2019) for Retail Banking and Wealth Management

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

## 1. Amanah Passbook Savings Account-i

*[Amanah Passbook Savings Account-i: Eligible for protection by PIDM]*

This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions and the Bank undertakes to deliver the deposit to the Customer on demand.
- 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. Hibah (reward) has been granted in the past and any Hibah (reward) to be given is at the Bank's sole discretion.
- 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
- furnish the Bank with a signed letter of indemnity in the Bank's required format (stamp duty to be borne by the Customer);

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](http://www.hsbcamanah.com.my) shall be imposed.

- h. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) shall be imposed.
- i. Account statements in hard copy form or electronic format ("E-statement") shall be issued to the Customer on a quarterly basis. The E-statement may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.

## 2. Amanah Statement Savings Account-i

*[Amanah Statement Savings Account-i: Eligible for protection by PIDM]*

This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions and the Bank undertakes to deliver the deposit to the Customer on demand.
- b. A minimum initial deposit as determined by the Bank is required.
- c. Account statements in hard copy form or electronic format ("E-statement") shall be issued to the Customer on a quarterly basis. The E-statement may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.

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

## Contents

### Accounts

1. Amanah Passbook Savings Account-i
2. Amanah Statement Savings Account-i
3. Amanah Current and Basic Current Account-i
4. Amanah Basic Savings Account-i
5. Term Deposit-i

### Foreign Currency (FCY) Accounts-i

6. FCY Savings Account-i
7. FCY Term Deposit-i

# Specific Terms & Conditions (January 2019)

## for Retail Banking and Wealth Management

### 2. Amanah Statement Savings Account-i (continued)

- d. Returns generated from the utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah (reward) to be given is at the Bank's sole discretion.
- e. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) shall be imposed.

### 3. Amanah Basic Savings Account-i

*[Amanah Basic Savings Account-i: Eligible for protection by PIDM]*  
This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions and the Bank undertakes to deliver the deposit to the Customer on demand.
- 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 or sent to the Customer in electronic format to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.
- 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.
- d. Returns generated from utilisation of deposits belongs solely to the Bank. Hibah (reward) has been granted in the past and any Hibah (reward) to be given is at the Bank's sole discretion.
- e. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) shall be imposed.

### 4. Amanah Current and Basic Current Account-i

*[Amanah Current and Basic Current Account-i Eligible for protection by PIDM]*  
This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions and the Bank undertakes to deliver the deposit to the Customer on demand.
- b. 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.
- c. 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.
- d. 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;
- failing which no liability shall be attached to the Bank.
- e. The Customer agrees:
    - not to write any notations on the face of a cheque, and if any are written, the Bank has the right to ignore the notations without being liable to the Customer; 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.



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

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3. Amanah Current and Basic Current Account-i
4. Amanah Basic Savings Account-i
5. Term Deposit-i

### Foreign Currency (FCY) Accounts-i

6. FCY Savings Account-i
7. FCY Term Deposit-i

## Specific Terms & Conditions (January 2019) for Retail Banking and Wealth Management

### 4. Amanah Current and Basic Current Account-i (continued)

- f. The Customer agrees not to issue cheques when there are insufficient funds in the account. Penalty charges for returned cheques due to insufficient funds as stated for the time being in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) will be charged and debited to the account.
- g. 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.
- h. Account statements in hard copy form or electronic format ("E-statement") shall be issued to the Customer on a monthly basis or such other permitted intervals determined by the Bank. The E-statement may be sent to the Customer via electronic mail to the Customer's e-mail address last known to the Bank or through Personal Internet Banking ("PIB") if the Customer is a registered user.
- i. 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.
- j. 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.
- k. The Customer agrees that fees and charges stated in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my) shall be imposed.

### 5. Term Deposit-i

*[Term Deposit-i: Eligible for protection by PIDM]*

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

- a. A minimum deposit amount in Ringgit or foreign currency shall be as determined by the Bank.
- b. Duration of placement is subject to a minimum of 1 month and a maximum of 60 months. Placement by cheque is subject to clearance of the cheque.
- c. On placement, the deposit must be debited from the Customer's savings/current account and information on the deposit will be included in the Customer's account statement. The Customer consents to the Bank utilising any part of the deposit placed for investment purposes before the execution of Commodity Murabahah Transactions.
- d. Commodity Murabahah Transactions  
 The Customer shall enter into purchase and sale transactions for Shariah compliant commodities such as Crude Palm Oil ("**Commodity Murabahah Transactions**") on the next Trading Day.
- e. The Customer agrees that the Bank shall act as an agent of the Customer only for the Commodity Murabahah Transactions, and the agency shall be terminated if the deposit is withdrawn.
- f. The Bank may undertake the role as agent for more than one Customer and will execute the role for each Customer independently.
- g. The Bank as the Customer's agent shall in good faith, perform transactions to:
  - purchase the commodity on cash basis ("**Purchase Transactions**"); and
  - sell the commodity on deferred payment basis to the Bank ("**Sale Transactions**") at the Murabahah Sale Price (deposit plus profit) where profit is calculated as follows:  

$$\text{Profit} = \text{Deposit} \times \text{Rate} \times \text{Number of days} / 365 \text{ or } 366 \text{ days.}$$
- h. The Bank may sell the commodity to any third party after purchasing the commodity from the Customer in the Sale Transaction.
- i. "Trading Day" refers to a day other than Saturdays and Sundays and on which Bursa Suq Al-Sila (or such other commodities exchange that the Bank may use) is open for trading.
- j. Any brokerage fee or costs involved in the Purchase Transactions shall be paid by the Bank.

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

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6. FCY Savings Account-i
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## Specific Terms & Conditions (January 2019) for Retail Banking and Wealth Management

### 5. Term Deposit-i (continued)

- k. 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 except in the event of misconduct, negligence or breach of specified terms. This indemnity shall continue in spite of the termination of the Bank's agency.
- l. 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.
- m. Premature withdrawal of the deposit
 

If the Customer withdraws the deposit before the maturity date, the Customer agrees that the Bank shall be entitled for a rebate 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 rebate shall be deducted from the Murabahah Sale Price.
- n. The Bank may at its discretion pay the Murabahah Selling Price to the Customer at a date before the maturity of the deposit, in which case profit shall be paid in proportion to the number of days the deposit was held. If the maturity date of the Term Deposit-i should fall on a non-business day, the principal and profit shall be credited to the Customer's account on the next business day. The Bank may grant a discretionary Hibah in addition to the agreed sale price.
- o. All deposits shall be automatically renewed for the same period on maturity date, unless instructions in writing or via channels made available by the Bank are received by the Bank from the Customer beforehand. Paragraphs (c) to (g) above shall apply to each renewal. The Customer has the right to give and/or to amend any instructions up to the maturity date.
- p. The Customer agrees that on the maturity or withdrawal, the deposit and/or profit shall be credited to the same account from which the deposit originated.

### Foreign Currency (FCY) Accounts-i

#### 6. FCY Savings Account-i

*[FCY Savings Account-i: Eligible for protection by PIDM]*

This account is based on the Shariah principle of Qard (loan).

- a. The Customer deposits with the Bank as lender and gives consent to the Bank as borrower to utilise any part of the deposits in the account for Shariah compliant investments or transactions and the Bank undertakes to deliver the deposit to the Customer on demand.
- b. A minimum initial deposit as determined by the Bank is required.
- c. Returns generated from the utilisation of deposits belong solely to the Bank. Hibah (reward) has been granted in the past and any Hibah (reward) to be given is at the Bank's sole discretion.
- 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, and information relating to this account will be included in the account statement for the said Ringgit account.
- e. The Customer acknowledges that the operation of the account is subject to the prevailing Foreign Exchange Administration regulations.
- f. The Customer agrees that if the amount deposited exceeds any limit prescribed by the Foreign Exchange Administration 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.
- g. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.
- h. The Bank may impose fees and charges at its discretion and as stipulated in the Bank's Tariff and Charges which can be viewed at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).

#### 7. FCY Term Deposit-i

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

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### Foreign Currency (FCY) Accounts-i

6. FCY Savings Account-i
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## Specific Terms & Conditions (January 2019) for Retail Banking and Wealth Management

### *[FCY Term Deposit-i: Eligible for protection by PIDM]*

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.
- 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 savings/current account in the same foreign currency for the withdrawal of the deposit; as cash deposit/withdrawal in foreign currency is not allowed, and information relating to this account will be included in the account statement for the said Ringgit account.
- c. The Customer acknowledges that foreign currency deposits in currency other than USD, GBP and EUR:
  - the Purchase Transaction will be effected on receipt of value of the foreign currency; and
  - written disposal instructions must be received by the Bank 2 banking days before maturity date, if not the deposit will be automatically renewed for the same period on maturity date.
- d. The Customer agrees that:
  - 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; and
  - duration of placement is limited to 1, 3, 6, 9 or 12 months only; and
  - on maturity or withdrawal, the deposit and/or profit shall be credited to the same foreign currency savings/current account from which the deposit originated.
- e. The Customer acknowledges that the amount deposited cannot be assigned, transferred or charged either by endorsement or otherwise except with the prior written consent of the Bank.
- f. The Term Deposit-i terms and conditions in paragraphs (a), (c) to (i) and (l) to (n) also apply.

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## Cardholder Agreement (January 2019)

- ▶ HSBC Amanah MPower Credit Card-i
- ▶ HSBC Amanah MPower Platinum Credit Card-i
- ▶ HSBC Amanah Premier World **Mastercard**<sup>®</sup> Credit Card-i

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.

This Cardholder Agreement is also available on HSBC Amanah Malaysia Berhad's ("HSBC Amanah") website at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my).

### 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 issued by the bank to the Cardholder based on the Shariah principle of Ujrah which refers to payment of fees in exchange for services, benefits and/or privileges as shall be determined by the Bank under this Agreement. The Credit Limit of the Credit Card-i is assigned by the Bank to the Cardholder based on the Shariah principle of Qard (loan) where the relationship between the Bank and the Cardholder are the lender and borrower respectively. The Credit Card-i is subject to the following:

#### 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 on application of the Credit Card-i and usage of the Credit Card-i is subject to this Agreement. If the Cardholder does not wish to be bound by this Agreement, the Cardholder must observe Clause 16(a) below.

#### B. Definitions

2. The terms used in this Agreement shall bear the following definitions:
  - (i) "Actual Monthly Management Fee" means the actual monthly management fee imposed by the Bank, where the Current Balance for the preceding month's Card Statement is not settled in full.
    - (a) in respect of Retail Transactions, the Actual Monthly Management Fee is calculated on a daily rest basis on the Retail Transactions that are posted to the Card Account for the month and any unpaid Retail Transaction accruing from the previous months from the Posting Date until payments are credited to the Card Account and thereafter on the reduced balance and at the following applicable rates:-
      - (i) Tier-I: 15% per annum for Cardholders with prompt payments for 12 consecutive months;
      - (ii) Tier-II: 17% per annum for Cardholders with prompt payments for 10 months or more in last 12 month; and
      - (iii) Tier-III: 18% per annum for Cardholders who do not fall under the above categories
    - (b) in respect of Cash Advance, the Actual Monthly Management Fee is charged at a fixed rate of 18% per annum on the Cash Advance 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); and
    - (c) in respect of Balance Transfer and Instalment Payment Plans, the Actual Monthly Management Fee is calculated based on the rates applicable at the time of application for Balance Transfer or Instalment Payment Plans respectively
  - (ii) "Annual Fee" means the pre-determined annual fee payable by the Cardholder for each Credit Card-i and Supplementary Credit Card-i.
  - (iii) "Balance Transfer" means the facility of transferring outstanding balances from another credit card-i held by the Cardholder with another bank, financial institution or credit card-i issuer to the Card Account, subject to the Balance Transfer terms and conditions applicable at the time of application for Balance Transfer.
  - (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.

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

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## Cardholder Agreement (January 2019)

### B. Definitions (continued)

- (vii) "Card Transactions" means all Retail Transactions and of all Balance Transfers, Cash Advances, Instalment Payment Plans, and other credit plans granted and effected by the use of the Credit Card-i or any other mode of utilisation of the Credit Card-i as determined by the Bank from time to time.
- (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 subject to the terms of this Agreement.
- (x) "Credit Card-i" means the HSBC Amanah MPower Credit Card-i/HSBC Amanah MPower Platinum Credit Card-i/HSBC Amanah Premier World Mastercard® Credit Card-i issued by HSBC Amanah Malaysia Berhad (Company No. 807705-X), including both the primary and supplementary credit cards-i.
- (xi) "Credit Limit" means a credit limit assigned by the Bank to a Credit Card-i.
- (xii) "Current Balance" means the amount of Credit Limit utilised by the Cardholder at the Statement Date.
- (xiii) "Due Date" means the date, as specified in the Card Statement, which the monthly payment is due.
- (xiv) "Fixed Monthly Management Fee" means the monthly Management fee 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 Committee.
- (xv) "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.
- (xvi) "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.
- (xvii) "Late Payment Charges" means a charge calculated at 1% of the outstanding balance of the Card Transactions subject to a minimum of RM10, whichever is higher, and up to a maximum of RM100.
- (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, 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 subject to clause 13 below.
- (xx) "Posting Date" means the date the applicable Card Transactions are debited to the Card Account.
- (xxi) "Rate" means the applicable rate used to calculate the Actual Monthly Management Fee.
- (xxii) "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.
- (xxiii) "Statement Date" means the date on 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 and must take reasonable steps to safeguard the Credit Card-i, failing which any unauthorised usage of the Credit Card-i will be borne by the Cardholder subject to Clause 13 below.
- (b) The Cardholder must enter their PIN when prompted for PIN entry to complete the Card Transactions, or the transaction may be declined.



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

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## Cardholder Agreement (January 2019)

### C. Usage of Credit Card-i (continued)

4. (c) For overseas transactions, PIN may or may not be supported and signature may be required at attended point of sale terminals.
- (d) For contactless transactions, no PIN or signature is required for retail transactions below RM250 or such other amount as determined by Visa/Mastercard and/or the Bank.
- (e) For mobile card transactions which are credit card-i transactions performed through the Cardholder's mobile wallet, the terms and conditions in Appendix 1 (Terms and Conditions for Mobile Wallet) in this Cardholder Agreement shall apply.
- (f) 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.
- (g) The Supplementary Cardholder hereby agrees to be bound by this Agreement.
- (h) MPower Credit Card-i Cardholders have the option to use the MPower Credit Card-i only for local transactions, or for local and overseas transactions.
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 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 immediately, 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 increase or reduce the Cardholder's Credit Limit with three (3) banking days notice, or to restrict or limit the Cardholder's Credit Limit or withhold credit or terminate the use of the Credit Card-i by giving reasonable notice to the Cardholder, unless otherwise required by regulatory bodies/agencies/court orders. The Cardholder agrees that the Bank's discretion to terminate the use of the Credit Card-i may be exercised if the Cardholder no longer meets the applicable eligibility criteria for the Credit Card-i.
- (d) The Cardholder further agrees that where the Cardholder enjoys other banking facilities with the Bank and/or HSBC Bank Malaysia Berhad ("HSBC Bank") and if the other banking facilities and/or this credit card-i facility are/is not conducted in a manner satisfactory to the Bank and/or HSBC Bank, the Bank and HSBC Bank have the right to reduce the Cardholder's credit limit, after giving three (3) banking days notice or to restrict, limit 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.

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### C. Usage of Credit Card-i (continued)

- (e) If the Cardholder uses the Credit Card-i in a currency other than Ringgit Malaysia, such amount shall be converted at the exchange rate as determined by Visa International or Mastercard International, as the case may be, on the date of conversion in addition to a foreign currency conversion cost of 1% as well as any transaction fee charged by Visa International or Mastercard International.
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 liable for all Card Transactions even if there is a failure to sign the sales draft/enter PIN (where applicable) or where such 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 Fee for the respective Credit Cards-i. The Fixed Monthly Management Fee may be increased or decreased from time to time as approved by the Bank's Shariah 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 Fee 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 Fee and the Actual Monthly Management Fee on the relevant Statement Date; and
- (ii) where the Actual Monthly Management Fee on the Current Balance is lesser than the Fixed Monthly Management Fee.
- (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 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.
- (h) If the Cardholder pays the Bank less than the Current Balance by the Due Date, an Actual Monthly Management Fee will be charged on the outstanding balance of Retail Transactions that is unpaid after the Due Date immediately following the Statement Date in which the Retail Transactions are posted to the Card Account, calculated from the date of posting until any payments are credited to the Card Account and thereafter on the reduced balance.
- (i) A Late Payment Charge will be charged by the Bank if the Cardholder fails to pay the Minimum Payment Due by the Due Date. The Late Payment Charge 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.

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### E. Cash Advance (continued)

In both cases, the maximum amount that can be withdrawn from the Card Account by way of Cash Advance will depend on the prevailing limit set by the Bank from time to time. Where the Cash Advance is made via ATM, each cash advance will be subjected to the applicable daily withdrawal limit or the withdrawal limit per cash advance transaction of the ATM as well as Clause 9(c) 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** 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) As provided in Clause 9(c)(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 transfer such advance from the Cardholder's Card Account to any other account maintained with any branch of the Bank or HSBC Bank 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(c)(vi) below) or by a funds transfer of up to RM20,000 from the Cardholder's account maintained with the Bank or HSBC Bank 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** per transaction if made through the HSBC Group's ATM Network; and
    - **RM10** per transaction if performed through the ATMs of the PLUS and CIRRUS 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.

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### F. Payments Made To Card Account (continued)

10. (a) 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 outstanding amount of the Card Transactions, the order of settlement starting from the amounts subject to the highest Rate to the amounts subject to the lowest Rate.

### G. Annual Fee and Tax

11. The Cardholder agrees to pay the Annual Fee and applicable tax 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 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, Stolen or Unauthorised Use of Credit Card-i and Disclosure of PIN to Unauthorised Persons

13. (a) In the situation of a card-present unauthorised transaction requiring PIN verification performed on the Cardholder's Card Account, the Cardholder shall not be liable for the disputed Card Transaction unless the Cardholder is proven to have:
  - (i) acted fraudulently;
  - (ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Credit Card-i;
  - (iii) voluntarily disclosed the PIN to another person; or
  - (iv) recorded the PIN on the Credit Card-i, or on anything kept in close proximity with the Credit Card-i, which could be lost or stolen together with the Credit Card-i.
- (b) In the situation of a card-present unauthorised transaction requiring signature verification or the use of a contactless card performed on the Cardholder's Card Account, the Cardholder shall not be liable for the disputed Card Transaction unless the Cardholder is proven to have:
  - (i) acted fraudulently;
  - (ii) delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorised use of the Credit Card-i;
  - (iii) left the Credit Card-i or an item containing the Credit Card-i unattended, in places visible and accessible to others, except at the Cardholder's place of residence. However, Cardholders are expected to exercise due care in safeguarding the Credit Card-i even at Cardholder's place of residence; or
  - (iv) voluntarily allowed another person to use the Credit Card-i.
- (c) The Cardholder shall not be held liable for any unauthorised transactions charged to the Credit Card-i after the Cardholder has notified the Bank, either verbally or in writing, of the lost, stolen or unauthorised use of the Credit Card-i.
- (d) The Cardholder shall not be held liable for losses incurred due to any of the following:
  - (i) the Bank fails to send reminders on Cardholders' responsibilities to the Cardholder;
  - (ii) the Bank fails to provide customer hotlines which are operational at all times for the Cardholder to notify the Bank of any lost, stolen or unauthorised use of the Credit Card-i;
  - (iii) a technical breakdown or other deficiency in the Bank's systems or equipment;
  - (iv) weaknesses or vulnerability in security features and controls adopted by the Bank;
  - (v) the disputed Card Transaction was one that involved the use of a forged Credit Card-i;

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### I. Loss, Stolen or Unauthorised Use of Credit Card-i and Disclosure of PIN to Unauthorised Persons (continued)

- (vi) for a Card Transaction requiring PIN verification, the disputed Card Transaction occurred before the Cardholder received the PIN or changed the default PIN for the first time;
  - (vii) fraudulent or negligent conduct of the employees or agents of the Bank or merchants; or
  - (viii) a transaction, excluding a recurring transaction, that occurred after the Cardholder has notified the Bank of the lost, stolen or unauthorised use of the Credit Card-i.
- (e) To facilitate the Bank investigating into any report of lost, stolen or unauthorised use of Credit Card-i, the Bank will require the assistance of the Cardholder to perform the following:
- (i) notwithstanding that the Cardholder may have lodged a verbal report, the Bank will require the Cardholder to complete a written report, which may include the completion of a questionnaire; and
  - (ii) to provide the Bank with a copy of a police report filed in relation to the loss or theft of the Credit Card-i.
- (f) The Cardholder will not be required to pay the disputed Card Transactions pending investigation by the Bank without prejudice to the Bank's right to claim from the Cardholder the appropriate amount based on the outcome of the investigation.
- (g) Notwithstanding the above, the limitation of liability does not apply to situations where the disputed transactions were performed as a result of the Cardholder having disclosed the PIN for the Credit Card-i(s) to another person. The Cardholder shall act in good faith, exercise reasonable care and diligence in keeping the PIN in secrecy. For example, the Cardholder should not:
- (i) Write or otherwise record the PIN in a way that can be understood by someone else either on the Credit Card-i, or on anything kept in close proximity with the Credit Card-i;
  - (ii) disclose the PIN to someone else including, without limitation, the Bank's employees and any third parties providing account aggregation services;
  - (iii) Keep any advice from the Bank concerning the PIN promptly after receipt;
  - (iv) Use a PIN which may be easy to guess such as birthdays, telephone numbers, dates of birth, identity card number, passport number, driving licence or contact numbers etc;
  - (v) Use the same PIN without regularly changing it;
  - (vi) Use PIN from other internet sites.
- At no time and under no circumstances shall the Cardholder disclose the PIN to any other person.
14. The Bank is not obliged to issue a replacement Credit Card-i to the Cardholder following its loss, theft or unauthorised use. 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, whether before or after the termination of the use of the Credit Card-i, to place a hold on the money standing to the credit of any existing 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 in Ringgit Malaysia or in any currency) including any joint account(s) with a Supplementary Cardholder, and at the end of seven (7) days written notice, to set-off or apply or transfer or utilise any sum standing to the credit of any one or more of such accounts (even if it involves uplifting/withdrawing any deposit/investment before maturity date and/or converting the same into Ringgit Malaysia at the Bank's spot rate of exchange on the day of conversion), 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.



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### K. Termination of Credit Card-i and Supplementary Credit Card-i (continued)

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, consecutive default by the Cardholder in the monthly repayments of the Card Account, the Cardholder no longer meeting the applicable eligibility criteria for the Credit Card-i or non-adherence of the terms and conditions herein, and without any liability whatsoever to the Cardholder, terminate this Agreement.

### 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.

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### O. Service and Notification

21. (a) 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 or courier 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 to the Cardholder's e-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.
- (b) For any service of notice of demand and any legal process, the Cardholder irrevocably consents to the service by registered post (not being AR registered post) or courier 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 (other than change to Credit Limit), give the Cardholder at least 21 days notice 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. Collection, Processing and Sharing of Cardholder Information

24. Generic Terms & Conditions ("GTC") Shall Apply
- GTC Clause 10 on "Collection, Processing and Sharing of Customer Information" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card-i".
  - GTC Clause 10 is to be read together with GTC Clause 42 on "Definitions".
  - GTC Clause 10 and Clause 42 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

### S. Foreign Exchange Administration Regulations

25. (a) The Cardholder authorises the Bank to take any steps to comply with the relevant Foreign Exchange 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 Foreign Exchange Regulations of Malaysia and use the Credit Card-i within the limits imposed by the Foreign Exchange 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.

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### 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. Financial Crime Risk Management Activity

29. Generic Terms & Conditions ("GTC") Shall Apply
- (i) GTC Clause 8 on "Financial Crime Risk Management Activity" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card-i".
  - (ii) GTC Clause 8 is to be read together with GTC Clause 42 on "Definitions".
  - (iii) GTC Clause 8 and Clause 42 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

### W. HSBC Amanah Visa Exclusive Privileges/Mastercard Moments Privileges

30. The list of Visa Exclusive Privileges/**Mastercard** Moments privileges associated with the MPower Platinum Credit Card-i/HSBC Amanah Premier World **Mastercard** Credit Card-i, including the Concierge Service, published in any of the Bank's MPower Platinum Credit Card-i/HSBC Amanah Premier World **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 Platinum Credit Card-i/HSBC Amanah Premier World **Mastercard** Credit Card-i Cardholders. The Visa Exclusive Privileges/**Mastercard** Moments privileges, including the Concierge Service are subject to change and to the Visa Exclusive Privileges/**Mastercard** Moments Terms and Conditions mentioned in the MPower Platinum Credit Card-i/HSBC Amanah Premier World **Mastercard** Credit Card-i brochures (a copy of which is supplied to the MPower Platinum Credit Card-i/HSBC Amanah Premier World **Mastercard** Credit Card-i Cardholder at the time the MPower Platinum Credit Card-i/HSBC Amanah Premier World **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

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### W. HSBC Amanah Visa Exclusive Privileges/Mastercard Moments Privileges (continued)

30. of fitness for a particular purpose, for each of the products and services, or programmes referenced in any of the MPower Platinum Credit Card-i/HSBC Amanah Premier World **Mastercard** Credit Card-i brochures and any of the Bank's publications which are offered by the Visa Exclusive Privileges/**Mastercard** Moments, including the Concierge Service.

In addition, the MPower Platinum Credit Card-i/HSBC Amanah Premier World **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 damages suffered by the Bank in relation to the Visa Exclusive Privileges/**Mastercard** Moments, including the Concierge Service.

### X. Authorisation or Instructions via Mail, Telephone and Electronic Media (Online Communication)

31. (a) The Cardholder authorises the Bank to rely upon and act in accordance with any notice, instruction demand or other communication that may be given by **mail**, telephone **or electronic media (i.e. online communications including but not limited to instructions received via mobile banking applications)** by the Cardholder or on his/her behalf ("Instruction") and the Bank shall be entitled to treat the Instructions as fully authorised 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 authorisation is not obliged to accept and act upon the following Instructions:

- Change in Mandate
- Change to authorised signatories
- Power of Attorney to another person/entity
- Closure of the account(s) and transfer to the remaining balance by any means

32. Subject to Clauses 8 and 28, any request by mail, telephone **or electronic media (online communications)** 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 draft 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.

### Y. Cash Back Programme ("Programme")

33. (a) **The Bank may from time to time and in its absolute discretion, grant the Cardholder cash back for usage of the following Credit Card-i in accordance with the respective Credit Card-i cash back programme terms and conditions available at [www.hsbcamanah.com.my](http://www.hsbcamanah.com.my): HSBC Amanah Premier World Mastercard Credit Card-i/HSBC Amanah MPower Platinum Credit Card-i/HSBC Amanah MPower Credit Card-i.**

### Z. Tax Compliance

34. Generic Terms & Conditions ("GTC") Shall Apply

- (i) GTC Clause 14 on "Tax Compliance" is incorporated in this Cardholder Agreement, where all references to "Customer" shall be read as "Cardholder" and all references to "product" shall include "Credit Card-i".
- (ii) GTC Clause 14 is to be read together with GTC Clause 42 on "Definitions".
- (iii) GTC Clause 14 and Clause 42 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

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### AA. Conflict & Order of Priority

35. Generic Terms & Conditions ("GTC") Shall Apply

- (i) GTC Clause 33 on "Conflict & Order of Priority" is incorporated in this Cardholder Agreement.
- (ii) GTC Clause 33 is to be read together with GTC Clause 42 on "Definitions".
- (iii) GTC Clause 33 and Clause 42 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Cardholder Agreement.

### AB. General

36. This Agreement is governed by and construed in accordance with Shariah principles, the laws of Malaysia and applicable directives of regulatory bodies/agencies.

37. Any term or condition in this Agreement which is unenforceable shall not affect the remaining terms and conditions.

### Appendix 1

HSBC Amanah Malaysia Berhad ("HSBC Amanah") Terms and Conditions for Mobile Wallet

The following terms and conditions apply when you add your HSBC Amanah Credit Card-i ("Card") to a Mobile Wallet of your Eligible Device. A Mobile Wallet refers to any service which allows the use of your Card in an electronic format without presenting the physical Card such as but not limited to Samsung Pay.

**IMPORTANT!** Before you register, add, activate and use your Mobile Card within a Mobile Wallet, please read these Terms and Conditions and the HSBC Amanah Credit Card Cardholder Agreement ("Cardholder Agreement") carefully. By registering, adding, activating and using your Mobile Card within a Mobile Wallet, you will be considered to have accepted these Terms and Conditions and the Cardholder Agreement and will be bound by them. The terms used in these Terms and Conditions, unless elsewhere defined, are defined at the end.

1. Terms and Conditions to supplement the Cardholder Agreement

- (a) The Cardholder Agreement applies to your Card. References in the Cardholder Agreement to "Card" include your Mobile Card.
- (b) These Terms and Conditions supplement the Cardholder Agreement and, together, they govern your Mobile Card. If there is any inconsistency between the provisions of these Terms and Conditions and the provisions of the Cardholder Agreement concerning the use of your Mobile Card, the provisions of these Terms and Conditions prevail.
- (c) You may need to agree to separate terms with the Mobile Wallet Provider, which governs the registration and storage of your Card in the Mobile Wallet and the use of the Mobile Wallet (including the use of any data you provide to the Mobile Wallet Provider). Those separate terms you agree with the Mobile Wallet Provider will not change or override these Terms and Conditions and the Cardholder Agreement.

2. Registering, adding and activating Mobile Card

- (a) You are eligible to add a digital version of a Card (i.e. Mobile Card) in your Mobile Wallet if your Card account is in good standing in accordance with HSBC Amanah's requirements and standards.
- (b) Prior to adding the Mobile Card in the Mobile Wallet, the physical Card must be activated.
- (c) You may add a Mobile Card in your Mobile Wallet by following the instructions of the Mobile Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your Mobile Wallet. You acknowledge that the Mobile Wallet Provider has the right to decline the addition of your Mobile Card or to suspend, delete or reactivate a Mobile Card added in the Mobile Wallet. We shall not be liable if you are unable to add a Card on a Mobile Wallet for any reason.
- (d) By registering a Mobile Card in your Mobile Wallet, you consent to us sending you an SMS message for verification and activation purpose based on your mobile number registered with us. For Supplementary Card registration, the SMS message will be sent to the Supplementary Cardholder mobile number registered with us. If we do not have a record of your mobile number, we will not be able to send an SMS message to you. In such scenario, you will need to call us on the number displayed in the verification screen and follow the required steps to verify and activate the Mobile Card.
- (e) The Mobile Wallet Provider may limit the number of Mobile Cards that you may add in one Mobile Wallet from time to time. We may limit the number of Eligible Devices in which the same Mobile Card can be added from time to time and you should refer to our latest communications regarding such limit.



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- (f) One (1) Mobile Card can only be added one (1) Mobile Wallet on one (1) device. Adding the same Mobile Card to the same Mobile Wallet on a different device is not allowed.
  - (g) You agree and acknowledge that you are responsible for removing and disabling your Mobile Card in your Mobile Wallet before servicing your Eligible Device, or if your Eligible Device is no longer in use by you, lost, stolen or compromised and/or you are no longer the owner of your Eligible Device.
3. Use of Mobile Card
- (a) You may make and authorise transactions with your Mobile Card where Mobile Wallet is accepted for payment. We will not be responsible if any retailer refuses to accept your Mobile Card.
  - (b) To make and authorise a transaction, open your Mobile Wallet app and tap your Eligible Device on a Visa payWave or MasterCard contactless reader or terminal ("contactless reader"), and verify your identity via biometric or Mobile Wallet PIN as the Cardholder as determined by the Mobile Wallet Provider.
  - (c) You cannot use your Mobile Card for cash withdrawals or cash advance over the counter. A Mobile Card cannot be linked to a bank deposits account.
  - (d) Your Mobile Card may be used for purchase not exceeding RM250 per transaction or such other amount which we may be specified from time to time. The limit per transaction may vary from country to country.
  - (e) For Mobile Card transactions exceeding RM250, you will be required to insert your Card PIN to authorise the transaction.
  - (f) All Mobile Card transactions are treated the same as contactless card transactions. Therefore, all terms applied to contactless card transactions in Cardholder's Agreement shall apply to all Mobile Card transactions.
4. Card Account and credit limit
- (a) Your physical Card and in its digital version (i.e. Mobile Card) constitute one and the same Card and share the same Card Account.
  - (b) All Mobile Card Transactions will be billed to the same Card Account and appear in the same Card statement as your physical Card. There will not be a separate Card statement for your Mobile Card Transactions.
  - (c) You can view the Mobile Card related information, such as transaction history, through the Mobile Wallet. You acknowledge and accept that some of the listed transactions may be authorising transactions, which are temporary and are subject to reversal (e.g. low value authorisation for your verification and pre-authorisation at (but not limited to) petrol stations and hotels).
  - (d) You agree and acknowledge that any information pertaining to your Mobile Card as displayed on your Mobile Wallet may not necessarily reflect or indicate transactions that are yet to be processed and updated and therefore, should not be taken as conclusive. Only Mobile Card Transactions displayed in the Card statement shall be taken as conclusive.
  - (e) Your physical Card and your Mobile Card share the same credit limit set for the Card Account. There will not be a separate credit limit for your Mobile Card.
5. Acknowledgment of risk and your responsibility
- (a) You acknowledge and accept the risk of incurring any loss which may arise from or in connection with unauthorized transactions made on your Mobile Card. It is your responsibility to take security measures as we or the Mobile Wallet Provider may recommend from time to time, including the following:
    - i. take reasonable precautions to keep Card details and security details relating to your Mobile Card, Mobile Wallet and Eligible Device (including your Device Passcode, fingerprint and/or any other biometric credentials stored in your Eligible Device and/or any cloud storage platform) safe and to prevent loss, theft or fraudulent use of them;
    - ii. safeguard your Mobile Card, Mobile Wallet and Eligible Device and keep them under your personal control at all times;
    - iii. DO NOT allow anyone else to use or log on to your Eligible Device and Mobile Wallet;
    - iv. DO NOT store anyone else's fingerprint or biometric credentials in your Eligible Device;
    - v. DO NOT choose obvious numbers as Device Passcode (such as Identity Card number, date of birth, telephone number, number with same digits or others that can be easily guessed or identified by shoulder surfing) or tell anyone else your Device Passcode or write down or keep your Device Passcode close to your Eligible Device;

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- vi. DO NOT install or launch Mobile Wallet in a smartphone or other device with any pirated, hacked, fake or unauthorised application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device);
  - vii. change the Device Passcode regularly and use alphanumeric code for Device Passcode;
  - viii. if you have already set up access to your Eligible Device by way of Device Passcode or fingerprint or other biometric credentials, review this and ensure that you change any Device Passcode that can easily be guessed or that has already been shared with anyone else and delete any fingerprint or other biometric credentials that is not your own;
  - ix. delete your Mobile Card from the Mobile Wallet before you dispose of your Eligible Device by, for example, selling or giving it to someone else or pass your Eligible Device temporarily to someone else, for example, for it to be serviced or repaired;
  - x. remove the Mobile Card from the Mobile Wallet upon termination of your Mobile Credit Card as provided in Clause 10.
- (b) You are fully responsible for any disclosure of your Card Details, Device Passcode or other security details relating to your Eligible Device, Mobile Wallet and Mobile Card to any other person, even if such disclosure is accidental or unauthorised. You are required to bear all risks and consequences of your Mobile Wallet and Mobile Card being used by unauthorised persons or for unauthorised purposes.
- (c) You have to use an Eligible Device of a type or model specified by us from time to time to register, add and use Mobile Card in your Mobile Wallet. We have the right to vary the type or model or withdraw an existing type or model of Eligible Device with 3 days' prior notice.
- (d) You will require internet connection, compatible telecommunications equipment and mobile phone service plan (if applicable) in order to register, add and use your Mobile Card in your Mobile Wallet. You are responsible for any amount which may be charged by your mobile carrier and/or internet service provider and you agree to be solely responsible for such fees and charges.
6. Loss, theft or misuse
- Report promptly
- (a) You must notify us straight away and request that we deactivate your Card by calling our Customer Service Hotline at 1300- 80-2626 (for HSBC Amanah Credit Cards-i) or 1300-88-9393 (for HSBC Amanah Premier Credit Cards-i) if you notice or suspect any loss, theft, unauthorised possession, control or use of your Mobile Card or Eligible Device, or if you believe someone else has used your Mobile Card or Eligible Device, or has discovered the security details of your Eligible Device, Mobile Wallet or Mobile Card or the security of your Card, Mobile Card, Mobile Wallet or Eligible Device has been compromised in any manner.
- If you report loss, theft, disclosure or unauthorised use of your Mobile Card or Eligible Device in accordance with Clause 6, you shall not be liable for the disputed Mobile Card transaction unless you are proven to have:
- i. acted fraudulently;
  - ii. delayed in notifying the Bank as soon as reasonably practicable after having discovered the loss or unauthorized use of the Mobile Card;
  - iii. left the Mobile Card unattended, in places visible and accessible to others, except at your place of residence. However, you are expected to exercise due care in safeguarding the Mobile card even at your own place of residence; or
  - iv. voluntarily allowed another person to use the Mobile Card.
7. Limitation of our liability
- (a) You acknowledge and accept that the Mobile Wallet is made available to you by the Mobile Wallet Provider on compatible Eligible Device. We are not the provider of your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We have no control over the Mobile Wallet platform or your Eligible Device. We are therefore not responsible for any failure of the Mobile Wallet, or your inability to use the Mobile Wallet for any transaction. We are also not responsible for the performance or non-performance of the Mobile Wallet Provider or any third parties that may impact your use of the Mobile Wallet. We are not responsible for any loss that you may suffer or incur in relation to your use or inability to use your Mobile Wallet (including your Mobile Card).
- (b) We are not liable to refund you for any unauthorised transactions where we are able to prove that appropriate security measures were not applied including those provided in Clause 5(a), Clause 6(a), Clause 10 herein or those provided in the Cardholder Agreement.

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#### 8. Your Personal Data

By registering, adding and using the Mobile Card in your Mobile Wallet, you agree and acknowledge that certain Card account information (related to usage of the Card on your Mobile Wallet) may be transmitted to and stored within your Eligible Device and/or SIM card, with the Mobile Wallet provider and/or on the system of a third party working with the Mobile Wallet Provider, for purposes of the Mobile Wallet. Such information may be used by the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider. We shall not be responsible and have no control over the privacy and security of your personal data and information provided by you to the Mobile Wallet Provider and/or the third party working with the Mobile Wallet Provider which is governed by the privacy policy of and any agreement you may have with the Mobile Wallet Provider and/or third party working with the Mobile Wallet Provider. It is your responsibility to understand and accept the privacy policy of and any agreement you may have with the Mobile Wallet Provider and/or third party working with the Mobile Wallet Provider before you register, add or use the Mobile Card in your Mobile Wallet.

#### 9. Fees and charges

- (a) All applicable interest, fees and charges that apply to your Card will also apply to the Mobile Card.
- (b) You will bear all fees, charges and expenses imposed by any mobile phone service provider, telecommunications provider, internet service provider, retailer or the Mobile Wallet Provider for or in relation to your adding, activating or using the Mobile Card or for making transactions using your Mobile Wallet and the Mobile Card.

#### 10. Termination of Mobile Card

- (a) You shall follow the instructions of the Mobile Wallet Provider to remove your Mobile Card from the Mobile Wallet should you wish to terminate the Mobile Card. Termination of the Mobile Card will not terminate the physical Card unless you also terminate it in accordance with the Cardholder Agreement.
- (b) If you are a primary Card cardholder, you cannot terminate the Mobile Card of the Supplementary Cardholder without terminating the physical Supplementary Card.
- (c) If you are a primary Mobile Card cardholder:
  - i. termination of primary physical Card will automatically terminate the primary Mobile Card and supplementary Mobile Card(s) (if any);
  - ii. termination of primary Mobile Card will not automatically terminate any supplementary Mobile Card(s).
- (d) We have the rights to suspend, freeze or terminate your Card under the Cardholder Agreement. These rights will be extended to your Mobile Card. Your Mobile Card will be suspended, frozen or terminated at the same time if your physical Card is suspended, frozen or terminated under the Cardholder Agreement. You agree that we will not be liable to you or any third party for any suspension, freezing or termination of your use of any Card or Mobile Card.
- (e) We will also have the right to suspend, freeze or terminate the use of a Mobile Card if your Mobile Wallet has been suspended, frozen or terminated by the Mobile Wallet Provider for any reason, or if you have made a report to us under Clause 6(a).
- (f) Upon termination of Mobile Card whether by you or by us, you must remove the Mobile Card from your Mobile Wallet based on the instructions provided by the Mobile Wallet Provider. You should contact the Mobile Wallet Provider if you have any question on how to remove the Mobile Card or the Mobile Wallet from your Eligible Device.
- (g) You are responsible for all Mobile Card Transactions whether or not authorised by you unless and until you have removed the Mobile Card from your Mobile Wallet and Eligible Device upon termination.
- (h) Termination of the Mobile Card on its own will not affect the physical Card which will continue to be governed by the Cardholder Agreement.

#### 11. Variation of this Terms and Conditions

We have the right to vary these Terms and Conditions from time to time with 21 days prior notice. You will be bound by a variation unless your Mobile Card is terminated by you and removed from the Mobile Wallet and Eligible Device in accordance with Clause 10 before the date on which that variation takes effect.

#### 12. Governing law, jurisdiction and version

- (a) These Terms and Conditions are governed by and will be construed according to laws of Malaysia.
- (b) You submit to the non-exclusive jurisdiction of the courts of Malaysia.

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### 13. General matters

If you have any questions or complaints about your Card, please contact us at or 1300-80-2626 (for HSBC Amanah Credit Cards-i) or 1300- 88-9393 HSBC (for Amanah Premier Credit Cards-i) . If your question or complaint is about the Mobile Wallet, please contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider.

#### Definitions

**Supplementary Cardholder** means a Supplementary Cardholder referred to in the Cardholder Agreement.

**Card Account** means the Card Account referred to in the Cardholder Agreement.

**Cardholder Agreement** means the HSBC Amanah Credit Card-i Cardholder Agreement governing the supply and use of your Card, as may be amended from time to time.

**Device Passcode** means the access passcode of your Eligible Device.

**Eligible Device** means such model of smartphone, tablet or other device (such as watch) with Mobile Wallet function in which a Mobile Card can be registered and added, as designated by us from time to time.

**Mobile Card** means a digital version of your Card which you add in the Mobile Wallet on your Eligible Device.

**Mobile Card Transaction** means any transaction made using your Mobile Card.

**Mobile Wallet** means a wallet application provided by a Mobile Wallet Provider installed in an Eligible Device in which your Mobile Card is added.

**Mobile Wallet Provider** means provider of the Mobile Wallet, as designated by us from time to time.

**these Terms and Conditions** means these terms and conditions as may be amended from time to time.

**we, us, our or HSBC Amanah** means HSBC Amanah.

**you or your** means or refers to the primary cardholder and/or the supplementary cardholder.

Issued by HSBC Amanah Malaysia Berhad (Company No. 807705-X).