

Terms and Conditions for FX Rate Alerts Service “Terms and Conditions”

Definitions

- ‘we’, ‘us’, and ‘our’ mean HSBC Bank Malaysia Berhad (“HSBC Bank”) and HSBC Amanah Malaysia Berhad (“HSBC Amanah”), (collectively referred to as “HSBC”).
 - ‘the Services’ mean the FX Rate Alerts service offered by us to you.
 - ‘current HSBC Rate’ means prevailing HSBC foreign exchange rates (including of applicable bank spread) for the relevant currency as a reference to you. Note that the prevailing HSBC foreign exchange rates here may be different from the rates published by Reuters and Bloomberg.
 - ‘Target Rate’ means the targeted foreign exchange rate (including of applicable bank spread) you set for your selected currency which we’ll send you FX Rate Alerts.
 - ‘Expiry Date’ means the end date of the FX Rate Alert set by you for the Target Rate.
1. To use the Services, you must use telecommunication equipment, or devices and telecommunications service providers prescribed by us from time to time. You’re solely responsible for ensuring that you have the necessary equipment and internet connection services in order to use the Services. We’re not responsible or liable for any delay, interruption, suspension or any other loss or damages you or any other person may suffer as a result of failure to meet the requirements we prescribed, or the failure of any third party service providers which support or are otherwise involved in how the Services are being provided, whether directly or indirectly and including, without limitation, the internet service providers and the providers of the equipment and devices.
 2. While we endeavour to provide you with FX Rate Alerts under the Services in a timely manner, you understand and agree that there will inevitably be a time lag (i) between the time that the Target Rate you set is met and the FX Rate Alerts relating thereto are sent; and (ii) between the time we send and you receive that FX Rate Alerts. We and any service provider we engage in providing the Services can’t and won’t be held responsible or liable in any way for or relating to such delay or any time lag unless it’s caused by gross negligence or wilful default on our part and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely from it.
 3. Any FX Rate Alerts issued by us under the Services shouldn’t be regarded as an offer or solicitation to buy or sell investments. Any information contained in the FX Rate Alerts issued under the Services isn’t intended to provide investment advice or professional advice and shouldn’t be relied upon to make any investment decision.
 4. You should make your own independent investment decision and seek independent professional advice as appropriate. You shouldn’t rely on any information contained in the FX Rate Alerts, and you should verify any such information (especially their accuracy and timeliness) before relying or acting on it.



5. We don't give and shouldn't be considered to have given any confirmation (whether express and implied) that the rates provided under the Services: (i) represent the rates available in the market, (ii) are the same as the rates provided by us through other means, channels or services, or (iii) are the same as the rates quoted by us in other transactions.
6. We don't represent and can't guarantee the accuracy, reliability or timeliness of such information and we accept no liability (whether in tort, contract or otherwise) for any loss or damage arising from any errors, inaccuracies, delays, omissions or any actions taken in reliance thereon, and make no expressed or implied warranty as to the accuracy and completeness of any such information, or as to the fitness of the information for any purpose.
7. We have the right to suspend, cancel, determine and / or vary from time to time the scope and extent of the FX Rate Alerts Service with reasonable notice.
8. These terms and conditions are to be read together with HSBC Bank / HSBC Amanah Universal Terms and Conditions and HSBC Online and Mobile Banking Terms and Conditions. In the event there is any inconsistency, these terms and conditions prevail in relation to the Services.