

## Terms and Conditions for MasterCard Credit Card/-i

These Terms and Conditions ("Terms") explain your responsibilities and obligations relating to your use of the MasterCard® SecureCode™ service as provided by HSBC Bank Malaysia Berhad (HSBC Bank) and HSBC Amanah Malaysia Berhad (HSBC Amanah). By using the Service, you acknowledge that you have read and understood these Terms and you agree to be bound by them.

### 1. Definitions

In these Terms references to:

"card" means the MasterCard credit card issued by HSBC/HSBC Amanah that are associated with the SecurePay One Time Password for the Service, "including" means including, without limitation to the generality of the surrounding words; "you", "your" and "yours" refer to you, HSBC/HSBC Amanah's customer.

### 2. Applicable terms

- a. When you use the Service, you must comply with these Terms and other applicable terms, including the terms relating to your credit card/-i(s) like the Universal Terms and Condition of which the Cardholder Agreement is a part ("the Cardholder Agreement") and the terms of HSBC/HSBC Amanah's website where the Service is provided from which include the 3 statements: (i) Privacy and Security (ii) Terms of Use and (iii) Hyperlink Policy.
- b. If these Terms contradict other applicable terms, these Terms will (in relation to your use of the Service) override those other terms to the extent that there is a contradiction.

### 3. Changing these Terms and the Service

- a. We reserve the right to change these Terms at any time, and you agree to be bound by all changes we make. We will give you at least 30 days notice for these changes.
- b. We may use any of the following modes to communicate notice of change in relation to these terms and the Service to you:-
  - (i) individual notice to you (whether by written notice or via electronic means) sent to your latest address/email address as maintained in HSBC/HSBC Amanah's records;
  - (ii) press advertisements;
  - (iii) notice in your credit card/-i(s) statement;
  - (iv) display at HSBC/HSBC Amanah's business premises; or
  - (v) notice on HSBC/HSBC Amanah's website(s);where such notices shall be deemed to be effective on and from the 4th day after its delivery/publication/display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

### 4. Your information

- a. You must provide information that HSBC/HSBC Amanah reasonably request to enable HSBC/HSBC Amanah to provide the Service. If you do not provide the information HSBC/HSBC Amanah request, HSBC/HSBC Amanah may not be able to provide the Service to you. You must ensure that information you provide to HSBC/HSBC Amanah in relation to the Service is true, complete and up-to-date at all times.
- b. Your other personal information including your use of the Service may be used for record keeping and reporting purposes, as well as to help resolve transaction disputes. Your other personal information relating to the Service, however, will not be transferred by HSBC/HSBC Amanah to the merchants.

### 5. Authentication

- a. When making an online purchase or other form of transaction for which MasterCard Securecode is used, a SecurePay One Time Password will be sent to you by HSBC/HSBC Amanah immediately and you will be required to enter the SecurePay One Time Password for authentication before the merchant accepts your MasterCard credit/debit card/-i(s) as payment for the aforesaid transaction.

By doing so, you authorize HSBC/HSBC Amanah and the use of the Service to authenticate your identity, your cards and/or the use of your cards to make payment for the transactions concerned.

- b. If you are unable to provide your SecurePay One Time Password, or if the authentication through MasterCard Securecode otherwise fails, the merchant will not accept your MasterCard credit/debit card/-i payment for that transaction.
- c. HSBC/HSBC Amanah will not be liable for any merchant's refusal to accept your cards for the said payment, whatever the reasons shall be.
- d. SecurePay One Time Password means the unique alphanumeric 6-digits code that is only valid for a single transaction when you perform online transaction or other form where Mastercard Securecode is used. The SecurePay One Time Password will be sent via SMS to your mobile phone number as maintained with HSBC/HSBC Amanah.

### 6. Cardholder Security

- a. You are solely responsible for maintaining the confidentiality of your SecurePay One Time Password and other verification information established by you with HSBC/HSBC Amanah for the use of the Service from , and all activities that occur using your SecurePay One Time Password or other verification information supplied to or established by you with HSBC/HSBC Amanah for use of the Service. You agree not to transfer or sell your use of, or access of the Service from HSBC/HSBC Amanah to any third party.
- b. You agree to immediately notify HSBC/HSBC Amanah for any lost or stolen HSBC/HSBC Amanah credit card/-i and for any unauthorized use of your SecurePay One Time Password or other verification information, or any other breach of security.

### 7. Accuracy of information

If there is any inconsistency between our internal records, and information relating to your credit card/-i(s) and their related card accounts or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

### 8. Exclusion of warranties and limitation of HSBC/HSBC Amanah's liability

- a. Where you are a "personal customer" in terms of the Code of Banking Practice in force from time to time ("Banking Code"), nothing in these Terms is intended to limit the application of the Banking Code, and these Terms are to be deemed to be modified to the extent necessary to give effect to the foregoing.
- b. Subject to Clause 9, and to the maximum extent permitted by applicable law:
  - i. HSBC/HSBC Amanah gives no warranties or conditions (whether express, implied, statutory or otherwise) in relation to the Service, and exclude all implied warranties and conditions including any warranties and conditions of merchantability, fitness for a particular purpose, good title and non-infringement;
  - ii. In no event will HSBC/HSBC Amanah be liable to you for any incidental, consequential, indirect damages (including loss of profits and business interruption), or special or exemplary damages;
  - iii. Due to the nature of the Service, HSBC/HSBC Amanah will not be responsible for any loss of or damage to your data, software and computer, telecommunications or other equipment caused by you using the Service unless such loss or damage is directly and solely caused by HSBC/HSBC Amanah's negligence or deliberate default; and
  - iv. HSBC/HSBC Amanah will not be held liable to you or any third party for any modification, enhancement, suspension or discontinuance of the Service, whether within or outside HSBC/HSBC Amanah's control.

### 9. Your liability [for unauthorized transactions]

- a. If you have acted negligently or fraudulently, you are liable for all claims, losses and consequences arising from or in connection with your use of the Service.
- b. If you let any other person use your SecurePay Time Password, you are liable for all claims, losses and consequences arising from or in connection with all transactions made using the Service by or with the consent of that person.
- c. If you have contributed to an unauthorized transaction, you may be liable for some or all of the losses resulting from the unauthorized transaction. Ways you can contribute to an unauthorized transaction include, disclosing your SecurePay One Time Password to any other person, failing to take reasonable steps to prevent disclosure of your SecurePay One Time Password to any other person, failing to take reasonable steps to observe any of your security duties referred to in these Terms and unreasonable delay in notifying HSBC/HSBC Amanah of an actual or possible disclosure to any other person of your SecurePay One Time Password.
- d. You are not liable under these Terms for loss caused by:
  - i. fraudulent or negligent conduct by HSBC/HSBC Amanah's employees or agents, or parties involved in the provision of the Service;
  - ii. faults that occur in HSBC/HSBC Amanah's systems, including the systems used to provide the Service, unless the faults are obvious or advised by a notice or message;
  - iii. any other transactions where it is clear that you could not have contributed to the loss.
- e. If you are a "personal customer" in terms of the Banking Code, Clauses 9(a) to (d) set out your liability for use of your SecurePay One Time Password. Except to the extent that Clauses 9(a) to (d) limit your liability in specific circumstances, you are liable to indemnify HSBC/HSBC Amanah for all claims, losses and consequences arising from or in connection with your use of the Service, use of the service by any person using your SecurePay One Time Password, and losses and consequences otherwise caused or contributed to by you.

### 10. Suspension and Termination

- a. HSBC/HSBC Amanah reserves the right to at any time suspend or terminate the Service with prior notice where we consider necessary or advisable to do so, for example, to protect you when there is a suspected breach of security, or we need to suspend the Service for maintenance or other reasons.

### 11. General

- a. Communications: Other than on notice of change, other communications from HSBC/HSBC Amanah are deemed to have been received by you (where delivered personally) at the time of personal delivery or on leaving it at the address last notified by you to HSBC/HSBC Amanah , (where sent by post) 48 hours after posting if the address is in Malaysia and seven days after posting if the address is outside Malaysia or (where sent by telex or email) immediately after transmitting to the telex number or email address last notified in writing by you to HSBC/HSBC Amanah. Communications sent, by you to HSBC/HSBC Amanah are deemed to be delivered to HSBC/HSBC Amanah on the day of actual receipt.
- b. Severability: If any part of these Terms is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforce ability of the remaining parts of this agreement.
- c. Waiver:
  - i. A waiver by HSBC/HSBC Amanah of any provision of these Terms will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given.
  - ii. A failure, delay or indulgence by HSBC/HSBC Amanah in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right by HSBC/HSBC Amanah does not preclude further exercises of that power or right or the exercise of any other power or right.
  - iii. HSBC/HSBC Amanah's rights and remedies under these Terms are cumulative and do not exclude other rights and remedies provided by law.
- d. Governing Law and Jurisdiction: The Service and these Terms are governed by and must be construed in accordance with the laws of Malaysia. The parties submit to the non-exclusive jurisdiction of the Courts of Malaysia. These Terms may be enforced in the Courts of any competent jurisdiction.

