

JomPAY Terms of Use

1. JomPAY on HSBC Online Banking & Mobile Banking App

- a. “The Bank”, “we”, “our” or “us” refers to HSBC Bank Malaysia Berhad or HSBC Amanah Malaysia Berhad i.e. the entity with whom you hold your bank account.
- b. You may connect to our internet banking site (“Online Banking”) via www.hsbc.com.my for HSBC Bank or www.hsbcamanah.com.my for HSBC Amanah; or our mobile banking application (“Mobile Banking App”) to access JomPAY services.
- c. These Terms of Use are supplemental to and shall be read together with the Online and Mobile Banking Terms and Conditions. In the event of any inconsistency between the terms, the Terms of Use shall prevail in relation to JomPAY services.

2. Definitions

For the purpose of these Terms of Use, the following terms shall, unless the context otherwise requires, have the meanings as defined below:-

Affected Bank Customer	means a person whose bank account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions.
Affected Biller	means a Biller that received erroneous or Fraudulent Payment Instructions and/or funds.
Affected Participant	means a Participant that received Erroneous or Fraudulent Payment Instructions and/or funds.
Beneficiary of Fraud	means party who ultimately benefits from an Unauthorized Payment Instruction, or Fraudulent Payment Instruction.
Bill	means an itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
Biller	means government agencies, statutory bodies, businesses, (including sole proprietors and partnerships) societies, charities and other entities participating in the Scheme to collect Bill payments.
Biller Bank	means a Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
Biller Code	means an alpha numeric code uniquely identifying either: <ul style="list-style-type: none"> o a Biller; or o a Biller’s product or service category; for purposes of routing payments to the Biller.
Business Day	means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

<p>Erroneous Payment Instruction</p>	<p>means a Payment Instruction that is initiated wrongly or is incorrect as follows:</p> <ul style="list-style-type: none"> ○ Participants post erroneous entries to Billers’/Payers’ bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers’/Payers’ due to technical errors or operational errors; ○ Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and ○ Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.
<p>Fraudulent Payment Instruction</p>	<p>means a Payment which has been induced by dishonest or fraudulent means. It includes cases where you make a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.</p>
<p>Interbank GIRO or IBG</p>	<p>means an interbank payment and funds transfer system provided by PayNet that facilitates payments and collections via the exchange of digitised transactions between banks.</p>
<p>IBG Same Day Cut-Off Time</p>	<p>means the deadline on a Business Day whereby funds from a Payment Instruction:</p> <ul style="list-style-type: none"> ○ Initiated before this deadline would be credited on the same Business Day. ○ Initiated after this deadline would be credited on the next Business Day.
<p>JomPAY Brand</p>	<p>means the brand, icon, logo and marks for the JomPAY Scheme.</p>
<p>PayNet</p>	<p>means Payments Network Malaysia Sdn Bhd.</p>
<p>Mistaken Payment Instruction</p>	<p>means a payment that is made, or not made, to a person or for an amount which is not in accordance with the Payment Instructions or contains an error in the Payment Instructions resulting in payments which:</p> <ul style="list-style-type: none"> ○ are directed to the wrong recipient; or ○ contain incorrect Recipient Reference Numbers; or ○ carry the wrong amount; or ○ are duplicate.

Participant	means a bank that is a member of the Scheme.
Payer	means individuals who are customers of the Bank and who make payments to Billers using the Scheme.
Payer Bank	means a Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
Payment Instruction or Payment	means an order from you to the Payer Bank directing the Payer Bank to: <ul style="list-style-type: none"> i. Draw funds from your bank account; and ii. Transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.
Real-time Notification or RTN	means a form of electronic message sent to a Biller to provide advance notice of incoming payment from you once your bank account has been successfully debited for a Payment Instruction to the Biller
Reversal	means a transaction that: <ul style="list-style-type: none"> o is initiated by a Biller to cancel an Erroneous Payment Instruction; o may involve the making of a debit or credit adjustment to your account to which the Erroneous Payment Instruction relates; and o may involve an adjustment to the Biller's bank account(s) named in the Erroneous Payment Instruction if funds from the Erroneous Payment Instruction has been credited into the said bank account(s).
Scheme	means the JomPAY bill paymentservice offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
Scheme Operator	means the owner and the operator of the JomPAY scheme.
Unauthorised Payment Instruction	means a payment made without your authority (and from whose account that Payment was debited) or a Payment made by you which is void for any reason other than fraud. It includes cases where a third party has obtained unauthorised access to your account and gives unauthorised Payment Instructions from your account. However, it does not include a Fraudulent Payment Instruction.

Unrecoverable Loss	means the portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be recovered after the Participants have exhausted the recovery of funds process.
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3. What is JomPAY?

- a. JomPAY is a service available on our Online Banking and Mobile Banking App that enables you to make payment of Bills to Participating Billers registered in the Scheme. By using JomPAY services with HSBC, you agree that the Terms herein shall apply.
- b. You must key-in and ensure that the following details are correct when making payment via the JomPAY bill payment facility:
 - i. Biller Code;
 - ii. Ref-1;
 - iii. Ref-2 (if stated in the Bill);
 - iv. Amount;
 - v. Account from which the Payment is to be made. Details (i) to (iv) can be obtained from the Bills issued by the Participating Biller.
- c. You acknowledge that the Bank is not obliged to effect a Payment if you do not give the Bank all the information required or if any of the information given is inaccurate.
- d. You should notify the Bank immediately if you become aware of a mistake (except for underpayment) when instructing the Bank to make a payment, OR if you did not authorise a payment that has been made from your account. Recovery of funds for such payments shall be described in Clause 4.
- e. We will not accept instructions to stop Payment Instructions upon your confirmation of the Payment Instructions except when:
 - i. we reasonably conclude that the Payment Instructions were fraudulent or unauthorised; or
 - ii. the Payment Instructions are future-dated payments that we have not transmitted to IBG.
- f. We will notify you on the status of the Payment Instructions including the reasons of rejected or failed "Payer not-present" payment instructions.

4. Recovery of Funds and Liability For Payments

- a. If you have made a Mistaken Payment Instruction the recovery process below applies provided that:
 - i. You immediately inform us upon your awareness of any delays or mistakes in processing Payment(s); and
 - ii. we are satisfied that a Mistaken Payment Instruction has occurred.
- b. Subject to Clause 4(a), we will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by you, as described below:
 - i. For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, we will submit a request to recover funds to the Biller Bank that received the erroneous funds;
 - ii. If we are satisfied that the error for incorrect amount payment was caused by the Biller, we will carry out a Reversal to your account and submit a request to recover funds to the Biller Bank of the Biller for the error;

- iii. For payment that is not completed or failed at our end, we shall credit back the amount into your account if we are satisfied that the Payment Instruction failed and was not duly processed by the Bank;
- iv. For payment that is not completed or failed at the Scheme Operator's end or the Biller's bank's end, we shall credit back the amount into your account before initiating a recovery of funds request.
- c. Any request for recovery of funds made on your behalf for Mistaken Payment Instructions mentioned in Clause 4(b) or Erroneous Payments shall be processed in accordance with Clause 5. Subject to Clause 5, we will work with the Affected Participant to request and recover the funds on your behalf.
- d. All enquiries or complaints raised by you with respect to Mistaken Payment Instructions shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day will be deemed received at the start of the next Business Day.
- e. We reserve the right to debit your account (for recovery of funds), in the event we did not debit your account after Payment Instruction has been properly and successfully executed.
- f. Subject to Clause i herein (for requests of funds made by Payer Bank), we reserve the right to debit your account for funds credited into your account due to the following payments made by any other person for:
 - i. Mistaken Payment Instructions;
 - ii. Erroneous Payment Instructions;
 - iii. Unauthorised Payment Instructions; and
 - iv. Fraudulent Payment Instructions.

5. Erroneous Payment Instruction/Mistaken Payment Instruction

- a. You acknowledge that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not under any circumstances constitute part or whole satisfaction of any underlying debt owed by you to that Biller.
- b. You may request for recovery of funds that were incorrectly transferred to an Affected Bank Customer who is a non-Biller in the following manner:
 - A. Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within one (4) Business Days, if the following conditions are met:
 - i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
 - ii. There is sufficient balance in the affected account; and
 - iii. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
 - B. Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:

- i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
 - ii. There is sufficient balance in the Affected Bank Customer's account; and
 - iii. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
 - C. Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; we shall proceed with the recovery of funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:
 - i. The Affected Participant is fully satisfied that the funds were erroneously credited to the Affected Bank Customer's account; and
 - ii. There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
 - iii. The Affected Bank Customer has given consent to its bank to debit their account.
- c. Payment Instructions arising from fraud, which includes but are not limited to:
 - i. Payment Instructions initiated or generated by a party that is not authorised to make the payment. This could occur if a party obtains unauthorised access to your payment channels and initiates Payment Instructions without your authorisation;
 - ii. You are misled into making a Payment Instruction that benefits a party other than the party intended by you. This could occur if a Biller generates fake bills or a third party tampers with genuine bills to cause payments to be diverted; and
 - iii. You give a Payment Instruction to a fraudulent biller who does not deliver the goods and services for which the payment was made. This could occur if fraudsters enrol into the Scheme as Billers to fraudulently collect payments. If the Bank is responsible for any Erroneous Payment described above, the Bank shall reverse out all debits erroneously posted to your account.
- d. You may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:
 - i. Subject to Clause 5(c)(ii), if the request is received within twenty-one (21) Business Days from the date of Erroneous Payment Instruction/ Mistaken Payment Instruction, the Bank shall proceed with the recovery of funds and remit the funds into your account within four (4) Business Days:
 - a. If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
 - b. The funds have been credited to the Affected Biller's account;
 - c. The Affected Biller has not acted on RTN;
 - d. The RTN has not been delivered to the Affected Biller;
 - e. There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
 - f. The Affected Participant shall give written notification to the Affected Biller before debiting its account.

- ii. If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.
 - iii. Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 5(b)(B) herein.
 - iv. Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 5(b)(C) herein.
- e. Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt, the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

6. Unauthorised Payment Instruction and Fraudulent Payment Instruction

- a. You shall inform the Bank on becoming aware of any Unauthorised Payment Instruction made from your account and we shall remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
 - i. we conduct an investigation and determine within fourteen (14) Calendar Days if the Unauthorised Payment Instruction did occur;
 - ii. if we are satisfied that the Unauthorised Payment Instruction did indeed occur, we shall initiate a Reversal process whereby all debit posted to your account arising from the Unauthorised Payment Instruction would be reversed; and
 - iii. the Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
- b. You shall inform the Bank on becoming aware of any Fraudulent Payment Instruction originating from the Bank, and the Bank shall remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
 - i. we conduct an investigation within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
 - ii. if we are satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days has lapsed, we shall initiate a Reversal process whereby all debit posted to your account arising from the Fraudulent Payment Instruction would be reversed; and
 - iii. the Biller Bank has not applied some or all the funds in question for the benefit of the beneficiary of the Fraud.
- c. Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.
- d. No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards.

- e. You shall indemnify the Bank against any loss or damage suffered due to any claim, demand or action brought against the Bank arising directly or indirectly from your negligence and fraudulent acts in accordance with these Terms and Conditions.

7. Payment Queries

- a. We shall, in good faith, attempt to settle all payment queries or disputes with you arising in connection with the Scheme amicably by mutual agreement.
- b. In the case of a dispute or conflict, you are entitled to seek recourse via the industry mediation and alternative dispute resolution bodies such as the Financial Ombudsman Scheme.
- c. You also have the right to lodge a complaint with the Scheme Operator if there are allegations of non-compliance by the Bank to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
 - i. Determination whether there has been non-compliance;
 - ii. Stipulating remedies for Participants to correct or address the non-compliance; and
 - iii. Determination if penalties are applicable for the non-compliance.
- d. All decisions rendered by the Scheme Operator in response to your complaints shall be binding on the Bank.

8. Suspension

We may suspend your right to use the Scheme at any time if we suspect a third party is accessing your account with written notice given to you.

9. Biller Cannot Process Payment

If we are informed that your payment cannot be processed by a Biller, we will:

- i. Inform you about this; and
- ii. Credit your account with the amount of the payment.

10. Account Records

You must check your account and immediately report to the Bank as soon as you are aware of any errors or any payment(s) that you did not authorise or believes and/or thinks it was made by a third party without permission.

11. Payment Cut-Off Time

- a. If you make Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller and the Biller is deemed to have received Payment on the next Business Day if you make Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday.
- b. We will process payment to Billers in accordance with Payment Instructions made by you based on the Interbank Giro (IBG) Service Update as stated at www.hsbc.com.my or www.hsbcamanah.com.my.

12. Consequential Damages

We are not liable for any consequential loss or damage suffered by you as a result of using the Scheme, other than due to any loss or damage you suffer due to our negligence.

13. Personal Data Protection

- a. You acknowledge that when you use the Scheme to make payment, you agree that we can disclose your personal data to the Scheme Operator, Billers, Biller Banks and other Payer Banks.
- b. You agree that we will use your transactional information as is necessary to process payment(s).
- c. You acknowledge that if your personal data is not disclosed to the parties specified in Clauses 13(a) and 13(b), it will not be possible to process your Payment Instruction(s) or for you to use the Scheme.