

Business SMS Alert - Terms and Conditions

The following Terms and Conditions shall apply to all HSBC's Business SMS Alert Service (the "Service") customers of HSBC Bank Malaysia Berhad and HSBC Amanah Malaysia Berhad:

1. The Customer wishes to use the Service provided by the Bank and the Bank is willing to make the Services available to the Customer.
2. The Customer and the Bank agree that the Services shall be supplied to the Customer subject to the terms and conditions contained or referred to herein.
3. The Customer will be acting through their Delegate to access the Service.
4. By signing the HSBC's Business SMS Alert Service (BSA) Application Form ("the Application Form") and returning it to the Bank the Customer agrees to be bound by the Terms and Conditions (as herein defined).
5. Defined terms used in this Terms and Conditions are set out below:
 - 'Terms and Conditions' means these Terms and Conditions as may be modified from time to time, including any supplementary terms for the provision of the Services published from time to time which shall form part of these Terms and Conditions and any other HSBC's Business SMS Alert Service documents mentioned in these Terms and Conditions.
 - The 'Application Form' means the HSBC's Business SMS Alert Service (BSA) Application Form provided to the Customer by the Bank for the purpose of applying for access to the Services.
 - 'Bank' (also, 'we', 'us', 'our') means HSBC Bank Malaysia Berhad (Company No. 127776-V) or HSBC Amanah Malaysia Berhad (Company No. 807705-X), as the case maybe, and where the context allows or requires, include our successors and assigns.
 - 'Customer' (also 'you', 'your', 'yours') means the corporate customer named in the Application Form, and where the context allows or requires, includes the Delegate.
 - 'Delegate' means the user who is authorised from time to time by the Customer to use the Services.
 - The 'Information' means any financial, market or other information and data, including but not limited to information on the Customer's account(s) with the Bank, supplied by the Bank or any Information Provider and made available to the Customer through the Services
 - The 'Information Provider' means any person, other than the Bank, who supplies the Information and includes any person who supplies any information to an Information Provider.
 - A 'banking day' and 'normal banking hours' shall, unless otherwise specified by us, refer to a banking day and the normal banking hours of our Main Branch at No. 2, Leboh Ampang, 50100 Kuala Lumpur.
6. All mobile phone messaging under this Service is not conclusive and formal verification with the Bank is recommended. The Bank will not be held liable for any inaccuracies that may arise and/or any damage, losses and costs that the Customer may suffer resulting from such inaccuracies.
7. Subject to Clause 13, for transactions performed during normal banking hours, the message will be broadcasted on the same day. However, for transactions performed after normal banking hours, the message will be broadcasted the following banking day. Transactions performed after the normal banking hours, which is followed by public holiday(s) or non-banking day(s), as the case may be, the message will be deemed broadcasted on the following banking day.
8. The Customer will not receive any notification for cash transactions and any other Transactions, except for those transactions mentioned on the Application Form.
9. The Customer may request for and be provided with fixed information ("Fixed Information") through the Service. Such Fixed Information includes the Bursa Malaysia

stock price(s); the addresses and telephone numbers of the Bank's various branches; and the telephone numbers of the Bank's Corporate Telebanking Centre and Credit Card Centres. The Customer is liable for all charges that may be incurred by him/her as a result of the use by him/her of the Fixed Information Service including, without limitation, all charges imposed by his/her mobile network operator.

10. Due to the nature of the Service and circumstances beyond the Bank's control, the Bank does not warrant that the information provided through the Service (in particular, Fixed Information such as Bursa Malaysia stock price(s) provided by third parties) is accurate or error-free. The Customer shall not hold the Bank responsible or liable for any direct or consequential loss arising from his/her use of such information.
11. No information provided through the Service shall be regarded as an offer or invitation by the Bank to buy or sell any goods, products, services or securities nor are such information intended to directly or indirectly offer investment, legal, accounting, tax or financial advice to any party.
12. The Customer may request to terminate the use of the Service by giving the Bank 30 days written notice.
13. The Customer shall abide and be bound by the instructions and/or procedures of the Bank during the use of the Service. The Customer shall have no claim, recourse or remedy against the Bank for any loss, damage and expense incurred by the Customer arising from any non-compliance by the Customer with such instructions and/or procedures.
14. The Customer agrees to at all times, in addition to complying with these Terms and Conditions of this Service, exercise due diligence and good faith in using the Services. Should we be of the opinion that the Customer or its Delegate have in any way breached these Terms and Conditions, we shall have the right to, without further notice, suspend or terminate the use of the Services by the Customer and its Delegate.
15. The Customer agrees and acknowledges that the Delegate may receive a significant number of SMS messages when the Customer agree to subscribe for the Service. The Customer further agrees that the Customer shall not bring any action against the Bank for any disturbance, loss or damage caused to the Customer or Delegate in connection with the receipt of the SMS messages.
16. The Customer shall not hold the Bank responsible or liable for any loss or damage which the Customer may incur or suffer directly or indirectly arising out of or in connection with the 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 whether or not belonging to the Bank, including but not limited to that of the telecommunication company providing the telecommunication connectivity, or any circumstances beyond the Bank's control.
17. The Customer hereby irrevocably agrees to indemnify the Bank and keep the Bank indemnified against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which the Bank may sustain, suffer or incur as a result of the Bank agreeing to provide the Service to the Customer and/or acting on any instruction or authorization received by the Bank via the Services where such instruction or authorization purportedly emanates from the Customer or its Delegate.
18. The Customer shall provide such information as we may from time to time reasonably request for the purposes of providing the Services save that the Customer may choose not to make disclosures that are not mandatory. The classification of mandatory information required from the Customer will be decided at the sole discretion of the Bank. You shall also ensure that all information provided to the Bank is at all times accurate, complete and up-to-date including, without limitation, your address and other contact details.
19. If the Customer suspects any impropriety on the part of its Delegate in connection with the Services or the Delegate leaves the Customer's business, the Customer must take all steps available to ensure that the Delegate is unable to access the Services. You

further undertake to notify us in writing immediately to terminate such Delegate's access to the Services.

20. The Customer shall be fully liable and responsible for all consequences arising from or in connection with the use of the Services and/or access to any information or report as a result of such use by yourself.
21. The Customer hereby irrevocably agrees that information on your accounts, facilities, conduct thereof and related information thereto, and information on any prospective accounts, facilities and services which you may open with or obtain from the Bank from time to time ("Customer Information"), may be:
 - i. disclosed to any person the Bank considers necessary for purposes related to the provision of the account or facilities, or the operating procedures of the Bank (which shall include any accounting, client relationship or risk management functions), including to any member of the HSBC Group, any service provider or other third party;
 - ii. where relevant, disclosed or shared with any bureaus or agencies established or to be established by Bank Negara Malaysia (including the Central Credit Reference Information System - "CCRIS") or by other regulatory authorities including the Association of Banks in Malaysia and any authority, central depository or depository agent in relation to the securities industry;
 - iii. disclosed to any potential assignee, guarantors and/or security providers (prospective or otherwise) and any person the Bank believes in good faith to be tendering payment for monies on your behalf.
Such information may, where relevant, be used, stored, transferred, compiled, matched, obtained and/or exchanged by or with the aforementioned parties ('Users').

The Customer Information shall be kept strictly confidential by the Users, save where disclosure is required under any laws or regulations to which a User is subject. All information given by the Bank to any of the abovementioned persons is provided in good faith and for information purposes only and whilst every care is taken in compiling, collating or producing the information, the Bank and its officers shall not in any event be liable for any claim, loss, damage or liability howsoever arising (including direct or indirect, special, incidental, consequential or punitive damages or loss of profits or savings) to you or to any other persons whatsoever for the accuracy, completeness or authenticity of its contents or for the consequences of any reliance which may be placed on the information whether caused by any technical, hardware or software failure of any kind, interruption, error, omission, delay, viruses, act of God, act of war, strikes, industrial action or otherwise.

22. The Customer understands that the Bank, or any third party to whom the Bank have transmitted the Customer Information will be required to disclose this information if legally compelled to do so (whether by Malaysian law or the law of any jurisdiction to which such information is transmitted).
23. The Bank is entitled to effect any changes to the Service, suspend and/or terminate the Service and to vary the Service at any time at its sole and absolute discretion without assigning any reason and without prejudice to any of its rights of action for any antecedent breach of these Terms and Conditions by the Customer.
24. The Bank shall not be under any duty to verify the authenticity of the person receiving the information displayed on the Delegate's mobile phone screen, which mobile phone number is as registered by the Customer with the Bank vide HSBC's Business SMS Alert Service (BSA) Application Form and/or as may be updated from time to time by the Customer, via the Service and the Customer hereby acknowledges that any such Information disclosed shall be deemed to have been made solely to the Customer.
25. The Bank shall levy a service charge of RM10.00 per month after a 3-month free trial period from the date of application as indicated on the HSBC's Business SMS Alert Service (BSA) Application Form for each selected accounts, which include, but are not limited, to Current Account, BusinessVantage Account and BusinessVantage Account-i

accounts and such other accounts as the Bank may at its absolute discretion identify from time to time including the abovementioned accounts as may be renamed by the Bank from time to time. The Bank also reserves the right at its absolute discretion to vary from time to time the charges that may be levied on the relevant accounts. The Customer hereby authorise us to debit any of the Customer's accounts with any charges for providing the Services.

26. The Services are offered only in Malaysia where they may be lawfully offered by us, any member of the HSBC Group and/or any third party.
27. When we introduce new services under the Services we may provide them on supplementary terms which will be notified to you from time to time in accordance with these Terms and Conditions.
28. Neither party will be liable for delay in performing or failure to perform any of its obligations under these Terms and Conditions which is caused by circumstances beyond its reasonable control, including, without limitation, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, war, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party). Any delay or failure of this kind will not be deemed to be a breach of these Terms and Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.
29. The Bank may at any time appoint one or more agents to provide all or any part of the Services and references to 'we', 'us', 'our' and 'ours' will include references to such agents, as the circumstance warrants so. The Customer agree that such parties shall have the benefit of any provisions of these Terms and Conditions which limit the Bank's liability.
30. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Terms and Conditions.
31. All notices and advices to be given by the Bank to the Customer under these Terms and Conditions may be given in writing or electronically through the Services. All such notices and advices will be deemed to have been received by the Customer:
 - in the case of personal delivery, at the time of personal delivery or on leaving it at the last address provided by the Customer not with standing the subsequent return of such notices and advices; and
 - in the case of ordinary/registered post (either AR or non-AR registered) or courier, on the 3rd day after posting to the last address provided by the Customer, or the 3rd day after despatch to the courier service provider, as the case may be, notwithstanding the subsequent return of such notices and advices or the Bank is not in receipt of the signed AR card or the Customer's acknowledgment of receipt.
 - in the case of electronic delivery (where sent by facsimile transmission, telex or email) immediately after transmitting to the facsimile, telex number or email address last notified in writing by the Customer to the Bank
 - in the case of posting on the Bank's website, immediately after such posting by the Bank.
32. Except where the Terms and Conditions or the Client Charter specifically provide for the manner of giving notice, all notices and communications from the Customer to the Bank (such as instructions to close any account(s) with the Bank) shall be in writing to be delivered by post or by hand to the Bank and shall be received on the day of actual receipt by the Bank.
33. These Terms and Conditions forms the entire agreement between the parties concerning the use of the Services. It supersedes all previous agreements, communications, representations and discussions between the Customer and the Bank relating to the Services. Neither party will have a right of action against the other arising from any previous agreement, communication, representation and discussion in respect of the Services, except in the case of fraud. Any other agreements between the Bank and the Customer and/or mandates relating to the conduct of the Customer's accounts shall remain unaffected.

34. Where the Customer is a partnership, these Terms and Conditions will continue in force unless revoked by notice given by any one partner, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise.
35. Both parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions. The Customer confirm that all employees and other persons whose personal or other data is transmitted, processed or otherwise handled have consented to such transmission, processing or other handling under these Terms and Conditions in accordance with these laws, or will do so prior to any such transmission, processing or other handling. The Customer agree that they will obtain such consent by getting all such employees and other persons to sign an appropriate consent in writing and, upon request, to provide to the Bank copies of all such consents. The Customer further agree to indemnify and hold the HSBC Group harmless from all costs, penalties, damages and other losses incurred as the result of any breach of this provision.
36. Each of the terms of these Terms and Conditions is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.
37. By subscribing to the Services vide the Application Form, the Customer, including but not limited to its Delegates, agrees to be bound by these Terms and Conditions.
38. These Terms and Conditions are governed by and is to be interpreted in accordance with the laws of Malaysia and regulations/notices/directives of Bank Negara Malaysia and any relevant authority.
39. The Customer agrees to submit to the non-exclusive jurisdiction of the Courts of Malaysia.