

Effective 1 January 2024

HSBC BANK MALAYSIA BERHAD / HSBC AMANAH MALAYSIA BERHAD ("the Bank /We / Our / Ours /Us")

The Bank views your personal data and privacy seriously. We will only collect, process and share your personal data in accordance with the laws of Malaysia (including the Personal Data Protection Act 2010 and other applicable data protection or privacy laws and regulations). This Privacy Notice explains what personal data we collect, how we collect, who we disclose it to and for what purpose and scope we process the personal data. We also set out your rights including how to access and update your personal data held with us.

For the avoidance of doubt, this Privacy Notice is applicable to:

- (a) individual customers of the Bank;
 - (b) any other individual who is not a customer of the Bank but whose data is required to be collected by the Bank by reason of, or incidental to, the provision of any banking accounts, services and/or facilities by the Bank to its customers, whether the customer concerned is another individual(s) or is a company, business entity or organisation.
1. We collect personal data and information ("**data**") from you from time to time for the Purposes (*as defined in paragraph 5 below*). We would also like you to be aware that:
 - (a) the Bank may verify or source personal information about you from third party sources (both public and private) such as your employers, credit reporting agencies, Companies Commission and Insolvency Department.
 - (b) your visit to our public website may be recorded for analysis on the number of visitors to the site and general usage patterns. Some of these information will be gathered through the use of "cookies".
 2. Such data (including sensitive data) may include information concerning your personal details (such as name, age, gender, identity card number, passport number, date of birth, education, race, ethnic origin, nationality, citizenship), contact details (such as address, email, phone numbers), family information (such as marital status, name of spouse or child or immediate family), occupation details (such as employer name, income range, job title, job responsibilities, employer's contact information and address) and other information such as financial reference (in respect of other bank facilities used by you). In addition, the Bank may from time-to-time request for certain other personal information that may be relevant for the Bank to consider your request for any other products or banking facility of the Bank.
 3. Failure to supply such data may result in the Bank being unable to open, establish, continue or provide the banking accounts, services or facilities or comply with any laws or guidelines issued by regulatory or other authorities.
 4. It is also the case that data are collected from (i) customers and other sources in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques, deposit money or apply for credit, (ii) a person acting on behalf of the individual whose data are provided, and (iii) other sources (for example, information obtained from any bureaus or agencies established or to be established by Bank Negara Malaysia or any of its subsidiaries, or by any other authorities, the Association of Banks in Malaysia (ABM) or the Association of Islamic Banking Institutions Malaysia (AIBIM) whichever is applicable, any registered credit reporting agencies, any insolvency department or any debt collection agencies that may be appointed by the Bank, and with any authority, central depository or depository agent in relation to the securities industry). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("**HSBC Group**" means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "**member of the HSBC Group**" has the same meaning).
 5. The purposes for which data may be used, processed, transferred and disclosed by the Bank and/or members of the HSBC Group are as follows ("**the Purposes**"):
 - (a) assessing suitability for products and services and the processing of applications for banking accounts, products and/or services provided to our customers;
 - (b) the provision of any accounts, products and/or services (including electronic banking services) and to approve, manage, administer or effect any transactions requested or authorised by our customers;
 - (c) obtaining or providing credit references and conducting credit checks (including but not limited to checks done upon application for credit and during periodic or special credit review which normally will take place one or more times each year);
 - (d) creating and maintaining the Bank's credit and risk related models and/or any purpose relating to risk management functions;
 - (e) assisting other financial institutions to conduct credit checks, disputes or fraud investigation and collect debts;
 - (f) updating and maintaining our customers' records;
 - (g) ensuring ongoing credit worthiness of our customers;
 - (h) designing financial services or related products for our customers' use (including market research and statistical analysis and surveys with the aim of improving our products and services);
 - (i) provided your consent has not been withdrawn, for marketing services or products of the Bank and HSBC Group and/or selected companies (in respect of which the Bank may or may not be remunerated) including but not limited to:
 - i. financial, insurance/takaful, credit card, banking, wealth management and related services and products;
 - ii. reward, loyalty or privileges programmes and related services and products;

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- iii. services and products offered by the Bank's co-branding partners (the names of such co-branding partners will be provided during the application of the relevant services and products, as the case may be);
 - (j) improving and furthering the provision of accounts, products and/or services by the Bank and any member of the HSBC Group to our customers generally;
 - (k) determining the amount of indebtedness owed to or by our customers;
 - (l) collection of amounts outstanding from our customers and those providing security for our customers' obligations;
 - (m) for fraud or crime prevention and investigation, transaction disputes, data analytics, audit and debt collection and in order that services may be processed by the Bank;
 - (n) for conducting Financial Crime Risk Management Activity (for retail banking customers, as defined in the Universal Terms and Conditions which is available at <https://www.hsbc.com.my/terms-and-conditions/>, for corporate customers, as defined in the Banking Terms and Conditions which is available at <https://www.business.hsbc.com.my/en-gb/regulations/banking-terms-and-conditions>) investigating, reporting, preventing or otherwise in relation to breach of banking secrecy/confidential information, fraud, money laundering, terrorist financing and criminal activities generally;
 - (o) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches and any member of the HSBC Group to comply with, or in connection with;
 - i. any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside Malaysia existing currently and in the future ("Laws");
 - ii. any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Malaysia existing currently and in the future and any international guidance, internal policies or procedures;
 - iii. any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "Authorities" and each an "Authority") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
 - iv. any agreement or treaty between Authorities;
 - (p) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (q) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of 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;
 - (r) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
 - (s) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (t) for any purpose required by law or regulation;
 - (u) for the purpose of enforcing its legal rights and/or obtaining legal advice and/or 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);
 - (v) for making enquiries or investigations as to whether or not the customer or person whose data is collected, used and/or processed by the Bank is actually a sanctioned person, or is otherwise howsoever related to, or associated with, a sanctioned person or entity; and also for the reporting or the taking of any remedial or preventive action in relation thereto;
 - (w) for all ancillary purposes relating to the provision of facilities including the provision of computer, telecommunications and technology services;
 - (x) for business planning and decision making or internal operational requirements of the Bank or the HSBC Group (including, without limitation, financial, credit and risk analysis and management, system or product development and planning, insurance/takaful, reporting, audit and administrative purposes);
 - (y) maintaining the Bank's and HSBC Group's overall relationship with the customer (including, if the customer has not objected, marketing or promoting financial services or related products, market research, insurance/ takaful, audit and administrative purposes); and/or
 - (z) any activity related or incidental to any abovementioned Purposes.
6. Data collected and held by the Bank or a member of the HSBC Group relating to an individual will be kept confidential but the Bank or a member of the HSBC Group may, as necessary, provide or disclose such information to the following parties (wherever located, whether within or outside Malaysia, including in jurisdictions which do not have data protection laws that provide the same level of protection as Malaysia) for the Purposes set out in paragraph 5 (who may also subsequently process, transfer and disclose such data for the purposes set out in paragraph 5) 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 (including any officer, employee, agent or director);
 - (b) any agent, contractor, sub-contractors, service providers, lawyers, auctioneers, valuers or associates of the HSBC Group (including their employees, directors, officers, interns, agents, contractors, service providers and professional advisers);

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- (c) our business alliance or partners who may provide their product or services to us and/or to you and any third party service provider who provides administrative, telecommunications, computer, storage, payment or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
- (d) any Authorities;
- (e) any other person under a duty of confidentiality to the Bank including any member of the HSBC Group which has undertaken to keep such information confidential or any parties which are necessary in disputes or fraud investigation for the purposes of paragraph 6 (m), including card payment network providers;
- (f) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (g) any persons acting on behalf of an individual whose data are provided, 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) or a person making any payment into the customer's account;
- (h) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes of any guidelines set out, or in connection with paragraph 5 (o), (p), (q), (r) & (s);
- (i) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer;
- (j) any party acquiring interest in, or assuming risk in, or in connection with, the accounts, products and/or Services provided by the Bank;
- (k) any third party fund manager who provides asset management services to the customers;
- (l) third party financial institutions, insurers/ takaful operators, credit card companies, securities and investment services providers, lead generators or aggregators;
- (m) third party reward, loyalty, co-branding and privileges programme providers;
- (n) co-branding partners of the Bank or any member of the HSBC Group (the name of such co-branding partners will be provided during the application of the relevant services and products, as the case may be);
- (o) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 5 (i);
- (p) 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 <https://www.hsbc.com.my/help/important-information/> or <https://www.hsbcamanah.com.my/help/important-information/> or credit bureaus (including those established by Bank Negara Malaysia or any of its subsidiaries, or by any other Authorities), the Association of Banks Malaysia (ABM) or the Association of Islamic Banking Institutions Malaysia (AIBIM) whichever is applicable; any authority including Bank Negara Malaysia, central depository or depository agent in relation to the securities industry; the police; any other governmental or regulatory authority or body, Cagamas Berhad and/or Credit Guarantee Corporation Berhad, any insolvency department and in the event of default, to debt collection agencies;
- (q) any present or prospective guarantors or security providers for the facilities;
- (r) any person the Bank believes in good faith to be tendering payment on the customer's behalf; and/or
- (s) any Connected Person (for retail banking customers, as defined in the Universal Terms and Conditions which is available at <https://www.hsbc.com.my/terms-and-conditions/>, for corporate customers, as defined in the Banking Terms and Conditions which is available at <https://www.business.hsbc.com.my/en-gb/regulations/banking-terms-and-conditions/>) of the customer.

Whether it is processed in Malaysia or overseas, in accordance with data protection legislation, customer's data will be protected by a strict code of secrecy and security that may include encryption. We require our staff and any third parties who carry out any work on our behalf to comply with appropriate compliance standards including obligations to protect any information and applying appropriate measures for the use and transfer of information. You understand that the Bank or any of the recipients will be obliged to disclose data if legally compelled to do so by any Laws.

We will take all practicable steps to ensure that your information will not be kept longer than necessary and in line with our data retention policy. We may need to keep your information for longer where we need the information to comply with regulatory or legal requirements, help detect or prevent fraud and financial crime, answer requests from regulators etc. If we no longer need to keep your information, we may destroy, delete or anonymise it sooner.

7. In connection with paragraph 6 (p) above, in the event of any default in payment where the amount in default is not fully paid on or before the due date, the individual or a customer is liable to have his/her/its account data shared with, disclosed to and/or retained by the registered credit reporting agency. Any credit information the Bank discloses to Bank Negara Malaysia may subsequently be disclosed to such other persons as Bank Negara Malaysia thinks fit or deems necessary to access and use your credit information for assessment of your creditworthiness, providing credit reporting or credit assessment services, providing electronic Know-Your-Customer (e-KYC) solutions, providing financial advisory services and for other purposes as Bank Negara Malaysia thinks fit.

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8. If the customer has a joint account, the Bank may also disclose to any of the co-account holders, data provided to the Bank in relation to the account.
9. 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 data on or relating to the customer's account or any such services provided to the customer, to any Connected Person (for retail banking customers, as defined in the Universal Terms and Conditions which is available at <https://www.hsbc.com.my/terms-and-conditions/>, for corporate customers, as defined in the Banking Terms and Conditions which is available at <https://www.business.hsbc.com.my/en-gb/regulations/banking-terms-and-conditions>) 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.
10. The Bank may use, analyse and assess data held about the customer and the customer's account, including the nature of the customer's transactions and/or the counterparties the customer deals with, to give the customer and/or its counterparties, 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 and/or its counterparties 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 to the customer or its counterparties.
11. Under and in accordance with the provisions of the PDPA and the Code of Practice approved and issued under the PDPA, any individual may:-
 - (a) check whether the Bank holds data about him/her and seek access to such data;
 - (b) request the Bank to correct any data relating to him/her which is inaccurate;
 - (c) request clarification on the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (d) in relation to facilities, to request to be informed which items of data are routinely disclosed to registered credit reporting agencies or debt collection agencies.
12. In accordance with the terms of the PDPA, the Bank has the right to charge a fee for the processing of any data access request.
13. The individual can request for access to data, correction of data and types of data held by the Bank. This request should be made in person via any of the Bank's branches. You will be asked to complete a data access/correction form and a fee is chargeable as provided in PDPA.
14. Your continued usage of the banking accounts, services and/or facilities is deemed consent for the Bank to collect, process and store the data in accordance with the above. You may visit any branch to withdraw your consent at any time however please note that failure to consent to the above may result in the Bank being unable to open, establish, continue to, or provide the banking accounts, services or facilities to you. Our processing of your personal data is always subject to any applicable laws (including regulations, standards, industry code of practice, guidelines, obligations and/or directives from any regulatory authorities).

If you do not want us to further disclose your data to any member of the HSBC Group or the said third parties for the purposes of cross-selling and/or if you do not want to be contacted by us or the said third parties for the sale or promotion of any products or services, (if you are a director or a Connected Person of our corporate customer), you may contact your relationship manager and (if you are a retail banking customer) you may send us a secure message via the 'Chat' function available in the HSBC/HSBC Amanah Online Banking (<https://www.hsbc.com.my/contact/> / <https://www.hsbcamanah.com.my/contact/>) and Mobile Banking App to unsubscribe or click on the "unsubscribe" link at the end of the e-mail communication received. Your request to be removed from our marketing mailing list may take up to 7 days to be effective. Please note that in order to keep you updated on important messages, the Bank will still send you selected notices even though you have unsubscribed. To subscribe back to our marketing mailing list is simple, just send us a secure message via the 'Chat' function available in the HSBC/HSBC Amanah Online Banking and Mobile Banking App or call our Contact Centre.
15. If you have any queries relating to this Privacy Notice, misuse or suspected misuse of your personal information, if you are a retail banking customer, you may send us a message via 'Chat' function available on the Bank's website: www.hsbc.com.my / www.hsbcamanah.com.my) or alternatively, you may walk-in to our nearest branch or contact your relationship manager. If you are a director or a Connected Person of our corporate customer, you may contact your relationship manager.
16. The Bank reserves the right to amend this Privacy Notice at any time and will place notice of such amendments on the Bank's website or the Bank's branches or via any other mode the Bank views suitable.
17. Nothing in this Privacy Notice shall limit the rights of customers or the Bank under the Personal Data Protection Act 2010.

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18. If you are reading this as a partner or on behalf of a body corporate or business enterprise which is a customer of the Bank, the giving of this Privacy Notice addressed to the body corporate or business enterprise shall be deemed as notice given to all the partners or office-bearers (as the case may be) of such customer whose data are collected and/or processed by the Bank for the purposes as stated herein. In this regard, the customer warrants that the customer has obtained the consent of all such individuals to the provision of their data to the Bank for the foregoing purposes and for disclosure to such parties as stipulated above and the customer undertakes to extend a copy of this Privacy Notice to all such individuals, which expression shall include all such existing and new partners or office-bearers (as the case may be) of the customer from time to time.
19. Aside from customers, this Privacy Notice shall also apply (as the context shall require) in relation to the usage, processing and disclosure of the data of any other individual who is not a customer but whose data is required to be collected by the Bank by reason of, or incidental to, the provision of any banking accounts, services and/or facilities by the Bank to its customers, whether the customer concerned is another individual(s) or is a company, business entity or organisation. In this regard, the customer confirms and warrants that the customer (a) has obtained the consent of such individuals to the provision of such data to the Bank for the foregoing purposes and for disclosure to such parties as stipulated above; and (b) has informed such individuals that the Bank is not required to obtain consent from such individuals.
20. When you use the HSBC Malaysia Mobile Banking App ("the App"), we will also process your data as per this Privacy Notice. We may also use that information, together with information about your location (country or region, not your precise location) and information about your usage of the App (e.g. how long you spend on particular pages), for the following purposes. The lawful basis for this usage is that we have a legitimate business interest to improve our products and services to best meet our customers' needs and to provide products and services we think are relevant to them:
- (a) tailoring the content and the services that you're offered through the App;
 - (b) understanding how our customers use their accounts;
 - (c) monitoring trends in product offerings;
 - (d) developing propositions and products and targeting them appropriately;
 - (e) identifying products and offers which may be of interest to you;
 - (f) making the App services better for you.

The App may store all the above information securely on your device and access it when required.

We also set out below in a table what information HSBC collects from your device, how we process it. In most cases, HSBC will ask for your permission first.

What Data/Permissions do we ask for	What it is being used for	How it is shared
Camera	This allows the App to scan a QR code to make payment or transfer via DuitNow QR.	This is not shared. Camera permission is required to read the content of a QR code.
Contacts	This allows the App to access your contacts to retrieve phone number to make a transfer via DuitNow Pay-to-Proxy.	This is not shared. Contacts permission allows customer to retrieve mobile number from Contacts instead of typing it manually.
Biometrics	This allows you to login via fingerprint or face recognition. We cannot access your biometric information.	We do not save or hold any biometric information on the App. We leverage on the biometric data saved on customer's device for authentication purposes.
Location	When you're using the App your location can be used to help us detect and prevent fraud.	Currently, this is not being used actively. In the event of any fraud/scam investigation that requires location data of customer when the fraud/scam happened, this information may be retrieved.
Photo Library	If you give us access to your Photo Library, the App may help you to make a transfer via QR code saved in the photo library and to save your own QR code in your photo library.	This is not shared. Photo library permission is required to read the content of a saved QR code and to save QR code image to customer's device photo library.

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Push Messages	Receive notifications of messages from HSBC and alerts about activity on your account.	This is not shared. Push notification permission allows the App to notify customer about activities on customer's account when the App is installed and setup.
List of Apps Installed	We collect information about applications installed on your device to check whether you might have risky applications on it. This helps us protect you and us from financial crime.	This is not shared. We use the information to check whether there are any suspicious applications on customer device when using the App.
External Storage (eg memory card)	This lets the App save photos/files onto your device's external storage.	This is not shared. Photo library permission is required to read the content of a saved QR code and to save QR code image to customer's device photo library.
Device Information and Internet Access	This allows us to use your internet connection to access our banking systems and check you have a working connection.	This is not shared. Device information and internet access allow the App to be connected when customer is using the App.

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