

Account Disclosures

This is a Supporting Document as defined under the Master Services Agreement, and forms part of the Generic Terms & Conditions. Customers are to read this Account Disclosures together with the Master Services Agreement, the Malaysia Country Conditions and all other Relationship Documents. Unless otherwise defined in this document, all capitalised terms used here shall have the meanings given to them in the Master Services Agreement.

In this document, the Bank means either:

- HSBC Bank Malaysia Berhad (“**HSBC Conventional**”); or
- HSBC Amanah Malaysia Berhad (“**HSBC Amanah**”)

1. Statements

The Bank will provide periodic statements showing the payments into and from each Account through electronic channels, or to the Customer's address the Bank has in its records. The Customer is responsible for updating its contact details to ensure that it receives statements from the Bank. If any statements return undelivered, the Bank reserves the right not to send further statements until the Customer has updated its contact details with the Bank.

2. Changes in Customer's Details

The Customer shall promptly (and in any case, within 30 days of any change) notify the Bank in writing of any change in the Customer's information or details previously provided to the Bank, including but not limited to the Customer's contact details (e.g. correspondence/ business/ registered addresses, telephone, mobile phone and/or fax number), any change in its name, constitution and tax status.

The Bank will send all communications and notices to the latest address/ contact number stated in the Bank's records and any communications and notices sent to such address/ contact number shall be deemed accepted by the Customer.

3. Usage of Accounts

The Customer shall use the Account(s) for its own business use only or for such purposes declared in writing to the Bank.

4. Tariffs, Charges and Rates

The Bank's standard tariffs, fees/ charges and profit/ return/interest rates (which are subject to changes from time to time) are available at any of our branches or on the Bank's website (which is updated from time to time):

For HSBC Conventional: www.hsbc.com.my
For HSBC Amanah: www.hsbcamanah.com.my

5. Privacy Notice & Access to or Correction of Personal Data

The Bank's Notice relating to the Personal Data Protection Act 2010 (“**PDPA Notice**”) is available on the Bank's website, and the Customer is advised to read and understand the PDPA Notice.

The Customer is entitled to request details of Personal Data (including copies) of the Customer held by the Bank and to require the Bank to correct any inaccuracy. The Bank may charge a fee for the provision of such data. Requests for further information can be made via the appropriate channels as set out in the PDPA Notice.

6. Direct Marketing, Opt-out Request & Withdrawal of Consent

The Bank may use, analyse and assess Customer Information to provide the Customer with information on products and Services of the Bank or members of the Group and those of selected third parties which the Bank thinks may interest the Customer via any means of communication. The Bank may pass this information to other members of the Group so that they may do the same unless the Customer has objected to such disclosure for purposes of cross-selling.

If the Customer:

- (a) wishes to withdraw its consent for the Bank and/or members of the Group to process, transfer and disclose Customer Information in connection with marketing of the provision of accounts, products and/or Services by the Bank and/or members of the Group to the Customer and/or its Connected Persons generally; or
- (b) does not wish to receive any direct marketing information from the Bank;

the Customer may inform the Bank by:

- contacting our Contact Centre from 7:30a.m. to 9:30p.m. Monday to Friday (except public holidays). The contact number is available at www.hsbc.com.my or www.hsbcamanah.com.my;
- chatting with one of our live agents who are online from 9:00a.m. to 6:00p.m. Monday to Friday (except public holidays) via the “Need Help” chat function on our public website at www.hsbc.com.my or www.hsbcamanah.com.my.

Please note that in order to keep you updated on important messages, the Bank will still send you mandatory or operational communications even though you have withdrawn your consent mentioned above or unsubscribed.

7. Fraud Investigation

If the Bank has relied on an Instruction purportedly given by the Customer, and the Bank is subsequently informed that such Instruction was not in fact given or authorised by the Customer, the Customer shall co-operate with the Bank and the police in trying to recover any losses as a result of the Bank acting on such Instruction. The Customer also permits the Bank to disclose any information regarding the Customer and/or the Customer's account to the police or other third parties (including in legal proceedings), if the Bank is of the view that such disclosure may prevent or minimise potential losses or may facilitate the recovery of losses.

8. Tax Certification Form

Tax Information which is required to be furnished to the Bank under the Master Services Agreement shall include Tax Certification Form, i.e. any forms or documentation as may be issued by a tax authority from time to time to confirm the tax status of an individual and/or entity.

9. Specific Terms & Conditions for Commercial Banking and Guides on Products and Services

The Customer is advised to read on the Bank's website the terms and conditions and guides which are applicable to the relevant product or service offered by the Bank, and which shall form the Services Schedule of the Master Services Agreement, including but not limited to:

- HSBC Conventional Specific Terms & Conditions/ HSBC Amanah Specific Terms & Conditions
- JomPay Payer Terms
- E-Channels Terms and Conditions
- DuitNow Terms and Conditions

10. How to Make a Complaint

Before making a formal complaint, the Customer may want to speak to its Relationship Manager or the Bank's personnel at any of the Bank's branches to resolve any dissatisfaction the Customer may have with the standard of services given by the Bank.

If the Customer still wishes to make a complaint thereafter:

- The Customer may provide details of its complaint to the Bank by (a) completing and submitting a complaints form available on the Bank's website; or (b) sending an email or letter to the Bank;
- Upon receipt of the complaint, the Bank will investigate the matters raised, and will subsequently inform the Customer of the outcome of the investigation. The Bank will take steps necessary (where appropriate) to resolve such issues and prevent their recurrence.

If the Customer is not satisfied with the findings of the investigation or the steps taken to resolve the issues, the Customer may do the following:

- appeal to our Customer Relation Team by writing to:

Customer Relation Team
HSBC Bank Malaysia Berhad
Level 30 Menara IQ, Persiaran TRX,
55188 Tun Razak Exchange, Kuala Lumpur
Tel: +603 2075 6235
Fax: +603 2179 1111
Email: complaints@hsbc.com.my

- refer the complaint to Bank Negara Malaysia:

By writing or calling:

Contact Centre (BNMTELELINK)
Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia
PO Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465 (1-300-88-LINK)
Overseas: +603 2174 1717
Fax: +603 2174 1515
Email: bnmtelelink@bnm.gov.my

*Operating hours: 9:00 a.m. – 5:00 p.m.
(Monday – Friday)*

By visiting the Walk-in Customer Service Centre at:

Ground Floor, D Block
Jalan Dato' Onn
50480 Kuala Lumpur

*Operating hours: 9:00 a.m. – 5:00 p.m.
(Monday – Friday)*

- refer the complaint to Financial Markets Ombudsman Service (FMOS)
Financial Markets Ombudsman Service
(formerly known as Ombudsman for Financial Services)
Level 14, Main Block,
Menara Takaful Malaysia,
No. 4, Jalan Sultan Sulaiman,
50000 Kuala Lumpur.
Tel: +603 22722811
Website:
<https://www.fmos.org.my/en/feedback.html>
(online complaint form)