

Changes to HSBC Bank Malaysia Berhad (“HSBC”) Universal Terms & Conditions

23 September 2024

Dear Valued Customers,

We hereby give you notice that the Existing to Bank customers who use HSBC Remote Engagement Service will no longer be required to sign the Letter of Authorisation for Remote Engagement Service during the Remote Engagement Service onboarding process with effect from 30 September 2024 (“Effective Date”).

The Remote Engagement Service Terms of Use have been amended and incorporated into and forms part of the HSBC Bank Malaysia (“HSBC”) Universal Terms & Conditions (“the amended Remote Engagement Service Terms of Use”). Starting on the Effective Date, the use of HSBC Remote Engagement Service will be governed by the amended Remote Engagement Service Terms of Use which shall supersede the existing Remote Engagement Service Terms of Use.

The main provisions which have been amended in the revised Remote Engagement Service Terms of Use are set out in the Table below:

Current Terms and Conditions (March 2021 Edition)	Revised Terms and Conditions (September 2024 Edition)
Clause 1 – Acceptance of Terms of Use	
<p>1.1 This Terms of Use read together with the following terms (as may be amended from time to time) shall govern your use of the Remote Engagement Service:</p> <ul style="list-style-type: none">(a) the Universal Terms and Conditions of the Bank (“Bank’s UTC”); and(b) product and/or investment specific terms and conditions including but not limited to the Terms of Business Guide (“Product Terms”). <p>1.2 Your use and continued use of the Remote Engagement Service constitutes acceptance of this Terms of Use and any amendments made to it from time to time.</p>	<p>(a) This Terms of Use should be read together with the following terms (as may be amended from time to time) shall govern your use of the Remote Engagement Service:</p> <ul style="list-style-type: none">(i) The Generic Terms and Conditions;(ii) product and/or investment specific terms and conditions including but not limited to the Terms of Business Guide (“Product Terms”). <p>In the event of any inconsistency between this Terms of Use and the Generic Terms and Conditions or the Product Terms, this Terms of Use shall prevail in so far as it relates to the Remote Engagement Service.</p> <p>(b) The Customer’s use and continued use of the Remote Engagement Service constitutes acceptance of this Terms of Use and any amendments made to it from time to time.</p>



<p>1.3 We reserve the right to amend, delete or add to this Terms of Use from time to time. We will give you 21 calendar days' prior notice in a manner we consider reasonable, including by email, by secure e-message, or by placing details of the change within Internet Banking, in-App message or push notification. Notices sent via above modes as described herein are deemed delivered immediately after posting/publication/display. You will be bound by the variation if you continue to use the service after such variation takes effect.</p>	<p>Clause 1.3 removed</p>		
<p>Clause 2 – The use of Zoom</p>			
<p>2.4 You will receive a Letter of Authorisation (LOA) from your RM to be executed by you in person at branch or via Live Sign to obtain your confirmation on the relevant terms and conditions of using the Remote Engagement Service.</p> <p>2.7 Any instruction from you while using Zoom will only be acted on by the Bank upon receipt of complete signed electronic documents received via Live Sign as explained in Clause 4.0 below.</p>	<p>Clause 2.4 removed</p> <p>f) Any instruction from you while using Zoom will only be acted on by the Bank upon receipt of complete signed electronic documents received via Live Sign.</p>		
<p>Clause 3 – The use of Live Sign</p>			
<table border="1" data-bbox="148 1131 823 1317"> <tr> <td data-bbox="148 1131 357 1317"> <p>Service Provided</p> </td> <td data-bbox="357 1131 823 1317"> <p><u>Sales & Services from</u></p> <ol style="list-style-type: none"> 1. Wealth & Personal Banking (WPB) 2. Retail Business Banking (RBB) 3. Commercial Banking (CMB) 4. Global Banking and Markets (GBM) </td> </tr> </table>	<p>Service Provided</p>	<p><u>Sales & Services from</u></p> <ol style="list-style-type: none"> 1. Wealth & Personal Banking (WPB) 2. Retail Business Banking (RBB) 3. Commercial Banking (CMB) 4. Global Banking and Markets (GBM) 	<p>Clause removed.</p> <p><u>New Clauses Added:</u></p> <p>(g) Where the investment account(s) is in the names of more than one person (with “either to sign” mandate), then the Bank is authorised to accept Instruction from any one account holder. The Instruction shall be binding on all account holders. The liabilities of each of the account holders shall be joint and several.</p> <p>(h) You will only use Live Sign to sign the document(s), within 7 calendar days of receiving the document(s)</p>
<p>Service Provided</p>	<p><u>Sales & Services from</u></p> <ol style="list-style-type: none"> 1. Wealth & Personal Banking (WPB) 2. Retail Business Banking (RBB) 3. Commercial Banking (CMB) 4. Global Banking and Markets (GBM) 		
<p>Clause 4 – Following the Bank User Guidance</p>			
<p>User Guidance on the operation of Zoom and Live Sign will be made available to you. User Guidance will cover (among other things) the times when the Remote</p>	<p>Clause 4 removed</p>		

<p>Engagement Service is available and how to access and operate the Remote Engagement Service. You must follow all relevant User Guidance whenever you access and operate the Remote Engagement Service. The Bank will inform you from time to time about changes to the way you should access or operate the Remote Engagement Service. You must observe all such changes when accessing or operating the Remote Engagement Service.</p>	
<p>Clause 7 – Warranties/Limited liability (Clause 6 of Amended Remote Engagement Service Terms of Use)</p>	
<p>7.7 Your authorisation herein shall remain in full force and effect unless and until the Bank receives a one (1) day prior written notice of termination of the authorisation from you. Such termination notice will not release you from any antecedent liability under this arrangement and indemnity in respect of any act performed by the Bank in accordance with the Live Sign instructions prior to the expiry of such termination notice. However, the Bank is at liberty to terminate this arrangement at any time with one (1) day written notice by post to you at your address maintained in the Bank’s system. Such written notice by the Bank is deemed served on the 3rd day after posting notwithstanding its subsequent return.</p>	<p>Clause 7.7 removed</p>
<p>Clause 8 – Restriction (Clause 7 of Amended Remote Engagement Service Terms of Use)</p>	
<p>8.1 Please note that HSBC may, in its sole discretion, decide not to engage or process any transactions, provide products or services or otherwise facilitate transactions, even where permitted by applicable sanctions laws and regulations, where these activities fall outside of HSBC’s risk appetite in accordance to HSBC Sanctions Policy Statement available at http://www.hsbc.com/our-approach/risk-and-responsibility/financial-crime-risk/financial-crime-risk-policies. This may result in HSBC having to terminate the remote engagement service made available to you or/and take such other actions as are necessary in accordance with HSBC/HSBC Amanah’s Universal Terms and Conditions relating to Financial Crime Risk Management Activity which is available at http://www.hsbc.com.my and/or http://www.hsbcamanah.com.my.</p> <p>8.2 Remote Engagement Service is subjected to the laws and regulations of cross border regulations and should not be construed as a recommendation, distribution, an offer to sell, or a solicitation to buy any securities, in any jurisdiction where such</p>	<p>(a) The Bank may, in its sole discretion, decide not to engage or process any transactions, provide products or services or otherwise facilitate transactions, even where permitted by applicable sanctions laws and regulations, where these activities fall outside of HSBC’s risk appetite in accordance to HSBC Sanctions Policy Statement available at http://www.hsbc.com/our-approach/risk-and-responsibility/financial-crime-risk/financial-crime-risk-policies. This may result in HSBC having to terminate the remote engagement service made available to you or/and take such other actions as are necessary in accordance with Clause 8 Financial Crime Risk Management Activity of the Generic Terms and Conditions.</p>

<p>activities would be unlawful under the laws of such jurisdiction.</p>	<p>(b) Remote Engagement Service is subjected to the laws and regulations of cross border regulations and should not be construed as a recommendation, distribution, an offer to sell, or a solicitation to buy any securities, in any jurisdiction where such activities would be unlawful under the laws of such jurisdiction.</p>
--	--

A copy of the revised Terms and Conditions (September 2024 Edition) is available [here](#).