

Appendix A: Consent Terms and Conditions

These Terms and Conditions serves as a guide for Participants and may be customized in accordance with the Participant's existing policies/terms on data privacy, internet/mobile banking or any other electronic banking services ("Policies") that it has with its Payers. Participants shall ensure that their existing Policies captures the essence of these Terms and Conditions and any additional and customized clauses do not in any way contradict, dilute or detract from the actual intention of these Terms and Conditions.

In these DuitNow Consent Terms and Conditions ("Terms"), references to "You", "Your" and "Yours" refer to the to Our customer who is utilising the DuitNow service and has an account with Us and references to "We", "Our", "Ours" and "Us" refer to HSBC Bank Malaysia Berhad and/or HSBC Amanah Malaysia Berhad.

Definitions

"Business Day" means any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.

"DuitNow" means a service which allows Payers to initiate and receive instant credit transfers using a recipient's account number or DuitNow ID.

"DuitNow ID" means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate Payer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.

"Consent Request" means a service allows Payers or merchant to initiate consent request registration or maintenance using Payer's DuitNow ID.

"DuitNow Operator" means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).

"National Addressing Database (NAD)" means a central addressing depository established by the NAD Operator that links a bank account or an e-money account to a recipients DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient's DuitNow ID.

"Personal Data" means any information in respect of commercial transactions that relate directly or indirectly to a Payer, who is identified or identifiable from that information which includes, but not limited to, the Payer's name, address, identification card number, passport number, banking information, email address and contact details.

1. Introduction

- 1.1 These Terms apply to and regulate Your use of the Consent Request service offered by Us. The Consent service allows You to get your consent registered or get your consent registered via merchant from Your designated bank or e-money account maintained with Us, to a bank or e-money account maintained by Your recipient at a participating Consent participant, or such other means as prescribed by Us or the Merchant from time to time.
- 1.2 The Consent service offered by Us is part of the Electronic Banking/e-Money Services, and accordingly these Terms are in addition to and shall be read in conjunction with Our Online and

Mobile Banking Terms and Conditions as well as our Universal Terms and Conditions. In the event of any inconsistency, these Terms shall prevail with regards to the Consent service.

2. Consent Registration Request Service

- 2.1 We will notify You on the status of each successful, failed or rejected Consent Request via any of Our available communication channels i.e. SMS, email or push notification.
- 2.2 You acknowledge and agree that We shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and We shall not be liable for confirming the Consent Request such registered recipient even if such person is not the intended recipient.

3. Recovery of Funds

- 3.1 In the event, the Consent Request are involving debiting amount of money from the account, You have rights in relation to the investigation and recovery of, erroneous payments and unauthorised (includes fraudulent) Consent Request and transactions made from Your account as per Clause 4 and Clause 5 respectively.

4. Erroneous Consent Request

- 4.1 If You have made an erroneous Consent Request, You may request for recovery of the funds within ten (10) business days from the date the erroneous Consent Request was made and We will work with the affected recipient's bank/ e-money issuer to return the said funds to You within seven (7) Business Day provided the following conditions are met:
 - 4.1.1 The request was wrongly routed into the affected recipient's account; or
 - 4.1.2 If funds have been wrongly debited, whether the balances in the affected recipient's account is sufficient to cover the funds' recovery amount:
 - 4.1.2.1 If the balances are sufficient to cover the recovery amount, the erroneously credited funds may be recoverable; and
 - 4.1.2.2 If the balances are not sufficient to cover the recovery amount, the erroneously credited funds may not be fully recoverable and the recipient's bank/ e-money issuer may partially remit the recoverable fund back to You.
- 4.2 Request for recovery of funds between eleven (11) Business Days and seven (7) months from the date the erroneous DuitNow transaction was made:
 - 4.2.1 The affected receiving participant is fully satisfied that funds were erroneously credited to the affected recipient; and
 - 4.2.2 Deliver notifications to the affected recipients in writing regarding the funds recovery requests whereby the erroneously credited funds would be recovered

through debiting the affected recipients' accounts within ten (10) Business Days of the notifications unless the affected recipient provides reasonable evidences that the affected recipient is entitled to the funds in question. After fifteen (15) Business Day, if the affected recipients fail to establish their entitlement to the funds, the affected recipient's bank/ e-money issuer shall debit the affected recipients' account and remit the funds back to You.

4.3 Requests to recover funds after seven (7) months from the date of the erroneous Consent Request:

- 4.3.1 The affected recipient's bank/ e-money issuer is fully satisfied that funds were erroneously credited to the affected recipient;
- 4.3.2 The affected recipient's bank/ e-money issuer shall obtain from the affected recipient the decision whether to grant consent within ten (10) Business Days; and
- 4.3.3 Once consent is obtained, the affected recipient's bank/ e-money issuer shall debit the affected recipient's account and remit the funds back to You within one (1) Business Day.

5. Unauthorised or Fraudulent Consent Request

5.1 For Consent Request which were not authorised by You or which are fraudulent, We will, upon receiving a report from You alleging that an unauthorised or fraudulent Consent Request was made, if in the event money has debited, remit the funds back to You provided the following conditions are met:

- 5.1.1 We shall conduct an investigation and determine within fourteen (14) calendar days, if the unauthorised or fraudulent payment did occur; and
- 5.1.2 If We are satisfied that the unauthorised or fraudulent payment request did indeed occur and was not caused by You, We shall initiate a reversal process whereby all debit posted to Your account arising from the unauthorised or fraudulent Consent Request and money has debited would be reversed.

6. Liability and Indemnity

6.1 You acknowledge and agree that, unless expressly prohibited by mandatory laws, We and the DuitNow Operator shall not be liable to You or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow services offered by Us arising from:

- 6.1.1 Your negligence, misconduct or breach of any of these Terms;
- 6.1.2 Any failure, delay, error or non-transmission of funds due to Our and/or the DuitNow Operator's system maintenance, breakdown or non-availability of any network, software or hardware; or

- 6.1.3 The suspension, termination or discontinuance of the DuitNow services.
- 6.2 You shall indemnify Us, Our affiliates, and the DuitNow Operator against any loss or damage suffered due to any claim, demand or action brought against Us, Our affiliates, and the DuitNow Operator resulting from any of Your negligent and/or fraudulent act in relation to these Terms and Conditions.
- 7. General**
- 7.1 We reserve the right to revise at any time, such charges for the use of the DuitNow services, by providing twenty-one (21) days written notice to You. Such revisions shall take effect from the date stated in the notice. Where You continue to access or use the DuitNow services after such notification, You shall be deemed to have agreed to and accepted such revisions to such charges.
- 7.2 You acknowledge that We may terminate Your use of the DuitNow services with Us in accordance with Our Online and Mobile Banking Terms and Conditions, in particular the clause on Suspension and Termination.
- 7.3 You acknowledge that We have the right to change, restrict, vary, suspend or modify these Terms in accordance with Our Online and Mobile Banking Terms and Conditions, in particular the clause on Amendments.
- 7.4 You consent to the collection, use and disclosure of your Personal Data by Us, Our affiliates, Our service providers and the DuitNow Operator as required for the purposes of the DuitNow services, and in accordance with Our Notice to Customers relating to the Personal Data Protection Act 2010 (“PDPA Notice”) available at www.hsbc.com.my.
- 7.5 These Terms are governed by and shall be construed in accordance with the laws of Malaysia.