

## Remote Engagement Service Terms of Use

HSBC Bank Malaysia Berhad / HSBC Amanah Malaysia Berhad (“**the Bank**” and/or “**HSBC**”) provides you with an alternate channel to interact with the Bank on our products and services without the need for you to be physically present at the Bank’s branches. The service is enabled through Zoom and/or Live Sign (collectively referred to as “**the Remote Engagement Service**”).

### **1.0 Acceptance of Terms of Use**

- 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:
  - (i) the Universal Terms and Conditions of the Bank (“**Bank’s UTC**”); and
  - (ii) product and/or investment specific terms and conditions including but not limited to the Terms of Business Guide (“**Product Terms**”).
- 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.
- 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.

### **2.0 The use of Zoom**

- 2.1. Zoom enables HSBC Relationship Manager(s) and/or authorized Bank personnel to interact with you using your own desktop/laptop/tablet/mobile devices via video call on invitation basis. Zoom is made available by Zoom Video Communications, a company incorporated in San Jose, California, U.S.
- 2.2. To be able to connect, you will need a device (desktop/laptop/tablet/mobile) with built in webcam speakers and microphone or an external webcam and audio equipment, for example a headset or headphones with microphone. You will also need an internet connection.
- 2.3. If you are using desktop/laptop, you may be required to download a browser plug-in, it depends on the internet browser you are using, if this is required, you will see instructions when you join the Zoom video call. If using Zoom via your tablet/mobile device, you will be required to download the “**Zoom Cloud Meetings**” application, which is made available in the application store on your Andriod or IOS electronic devices.
- 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.
- 2.5. You will then receive an email invitation from the Bank sent to your registered email address with the Bank to connect via a video call using Zoom. Please click the link in the email to start.
- 2.6. The Bank will need to confirm your identity on the video call prior to discussing on any banking product and services or personal information relating to your account with the Bank. The Bank aims to provide you with help and support in investment, wealth related services and general information about HSBC’s products and services upon your request.
- 2.7. Zoom is made available to assist in communication with you on your investment, wealth planning and banking products and services’ needs. The Bank does not and will not give any advice or recommendation to you on whether or not to invest in any of our products, investments, or in connection with performance of the investments.
- 2.8. 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.

### **3.0 The use of Live Sign**

- 3.1. Live Sign is a document signing facility provided by Adobe Systems Software Ireland Limited, a company incorporated in Ireland (“**Adobe**”).
- 3.2. By signing electronically on the documents or forms sent through Live Sign, you agree that pursuant to section 7 of the Electronic Commerce Act 2006, your execution and acceptance of the electronic documents and/or forms through Live Sign shall be deemed as valid and the documents and/or forms shall not be denied its legal effect, validity or enforceability.
- 3.3. All complete electronically signed documents received from you shall be taken as your final and conclusive instruction and you are deemed to have consented and given your instruction to the Bank to act upon the same.

- 3.4. <echosign@echosign.com> shall be the email used by the Bank powered by Adobe for the Live Sign service. The Bank will only be communicating via this e-mail address for the Live Sign service.
- 3.5. The use of electronic signature or e-signature under the Live Sign service shall be subject to the Electronic Commerce Act 2006 as may be amended from time to time or any other law as may be applicable thereto.
- 3.6. Any instruction documents, where applicable shall be electronically signed with your signature using the options available in Live Sign and such signatures shall be legally binding in the same manner and way as your “wet signature”.
- 3.7. The table below describes the cutoff time for services, transaction type and limits allowed for investment product and other related products and services supported by the Live Sign facility.

<b>Service Provided</b>	<u><b>Sales &amp; Services from</b></u> <ol style="list-style-type: none"> <li>1. Wealth &amp; Personal Banking (WPB)</li> <li>2. Retail Business Banking (RBB)</li> <li>3. Commercial Banking (CMB)</li> <li>4. Global Banking and Markets (GBM)</li> </ol>		
<b>Processing Schedule for sales and servicing</b>	<b>Instruction received from customer</b>		<b>Processing</b>
	<b>Business Days</b> (Monday – Friday)	Before 12.00pm	Same business day
		After 12.00pm	Next business day
	<b>Non-Business Days</b> (Saturday, Sunday and Federal Territory Public Holidays)		Next business day
<p><b>Expected Confirmation on Processed Instruction</b></p> <p>If you initiate an instruction today up to and including 12.00pm, you will receive a copy of the processed documents via your registered email address with the Bank on the same business day.</p> <p>For instructions received after 12.00pm on the same day, the committed processing time is next business day, however the Bank reserves the right to execute and process the instruction on the same business day. You will be notified via your registered email of the processed documents.</p> <p>The Bank shall not be obliged to process your instructions and shall not be liable for any loss or damage to you as a result of not effecting your instructions, if on the stipulated date of processing your instruction:</p> <ul style="list-style-type: none"> <li>▪ your designated account does not contain sufficient funds; or</li> <li>▪ the execution of your instructions will cause the balance in your designated account to exceed the approved credit limit; or</li> <li>▪ your designated account is closed, frozen or inaccessible for any reason.</li> </ul>			

- 3.8. During the verification stage, the Bank may take reasonable steps to verify the identity of the person giving any Live Sign instruction(s), however the Bank is not under any duty to do so. Notwithstanding the above, if the Bank feels it is uncertain of the identity of the person(s) giving the Live Sign instruction(s), the Bank reserves the right to decline to act on such instructions and shall have no responsibility whatsoever to you for any loss arising directly or indirectly herein including loss of opportunity (which includes, but is not limited to, any missed chance for investment, or missed chance for investment at peak or favorable rates).

#### 4.0 Following the Bank User Guidance

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 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.

## 5.0 Recording

In the course of providing the Remote Engagement Service, the Bank (or any of our agents or nominees) may record and monitor your instructions or communications by tape, video or other means. The Bank has the right to destroy these recordings after such period of time as the Bank considers appropriate. You hereby acknowledge that the Bank has no duty to make such recording(s) available to you for any purposes not connected to the relationship contemplated herein.

## 6.0 Privacy

If you provide your personal information to the Bank, the Bank may collect, use, store and disclose your personal information in accordance with HSBC's Notice to Customers Relating to Personal Data Protection Act 2010 which is available at <http://www.hsbc.com.my> and/or <http://www.hsbcamanah.com.my>.

For the purpose of ensuring smooth document transition through Live Sign, the Bank may disclose the contents of the email to our service provider Adobe who is located in Ireland and who has servers located globally such as Australia. HSBC has in place contractual arrangements with Adobe for the protection of personal information.

## 7.0 Warranties/Limited liability

- 7.1. By using the Remote Engagement Service, you hereby warrant to the Bank the following:
  - 7.1.1. You will only use Zoom and/or Live Sign for the purposes described in these Terms of Use. You will not use or attempt to use Zoom and/or Live Sign to:
    - (a) adversely affect the reputation of HSBC Bank and/or HSBC Amanah;
    - (b) damage or interfere with Zoom and/or Live Sign data, software, website or information technology systems;
    - (c) send any offensive, inflammatory, defamatory, fraudulent or otherwise unlawful information; or
    - (d) cause annoyance or inconvenience to HSBC.
- 7.2. You will act solely on your own independent analysis, judgment and decisions or upon seeking independent financial or professional advice with respect to the product and services offered or investments made.
- 7.3. To the extent permitted by law, the Bank excludes all implied representations, conditions and warranties whether statutory or otherwise. The Bank will not be liable to you or any other party for any actions, proceedings, claims, losses or damages suffered by you arising from or connected with your use of Zoom and/or Live Sign or indirect or consequential loss or for loss or corruption of data, loss of revenue or loss of profits, whether in contract, tort or under statute or otherwise arising from or connected with your use of Zoom and/or Live Sign.
- 7.4. You acknowledge that the Bank can terminate your use of Zoom and/or Live Sign if the Bank reasonably believes that you have breached this Remote Engagement Service Terms of Use.
- 7.5. You authorise the Bank to execute your Zoom and/or Live Sign instruction(s) given to the Bank in relation to your banking and investment product transactions and services. You acknowledge that in acceding to your instruction(s), the Bank shall not be liable for any losses arising directly or indirectly from such instruction(s).
- 7.6. You irrevocably and unconditionally agree and undertake to hold the Bank fully indemnified from and against any and all actions, proceedings, claims and demands whatsoever and howsoever occurring, arising, whether directly or indirectly, which may hereinafter be brought against the Bank as a result of the Bank adhering to your request/instruction(s) and from any and all liabilities, damages, losses, costs (on a full indemnity basis) and expenses of whatsoever kind and nature in connection and ancillary therewith. Upon notice of a claim, you hereby authorise the Bank to debit such claimed amounts from any account standing in credit in your name with the Bank. You hereby agree that such debiting is without prejudice to any other rights and remedies of the Bank and shall not be a waiver of any event of default under this arrangement.
- 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.

## 8.0 Restriction

- 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>.

- 8.2. Remote Engagement Service is intended for Malaysian residents only where they may be lawfully offered by the Bank or any other member of the HSBC Group. The availability of this service 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.

## 9.0 Governing Law

This Remote Engagement Service Terms of Use is governed by and construed in accordance with the laws of Malaysia. You agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

This Remote Engagement Service Terms of Use was last updated on 24<sup>th</sup> August 2020.

The most current version of this Remote Engagement Service Terms of Use will be made available at <https://www.hsbc.com.my/help/important-information/notices/> and <https://www.hsbcamanah.com.my/help/important-information/notices/>