

### JomPAY Terms of Use

In this Payer Terms, “You”, “Yours” means any person or entity using the JomPAY services and having an account with us as our customer, unless otherwise stated. “We”, “us” or “our” will refer collectively as HSBC Bank Malaysia Berhad or HSBC Amanah Malaysia Berhad which is the bank that is providing financial services to you.

#### **Part 1**

#### **1 PAYMENTS**

1.1 We will process payment to Biller in accordance with your Payment Instructions based on the following timelines:

Payment Day	Payment Time	Fund Available at Beneficiary Bank	
(Business Days) Monday to Friday	Before 5.00 am	Same business day	By 11.00 am
	5.00 am – 8.00 am		By 2.00 pm
	8.01 am – 11.00 am		By 5.00 pm
	11.01 am – 2.00 pm		By 8.20 pm
	2.01 pm – 5.00 pm		By 11.00 pm
	After 5.00 pm		Next business day
Non-Business Days (Saturday, Sunday and Federal Territory Public Holidays)	Anytime	Next business day	By 11.00 am

1.2 We will not accept orders to stop Payment Instructions once you have instructed us to make the Payment Instructions except when:

1.2.1 We have reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or

1.2.2 The Payment Instructions are future dated payments that we have not transmitted IBG.

1.3 You should notify us immediately if you become aware that you have made a mistake (except for underpayment) when instructing us to make a payment, OR if you did not authorise a payment that has been made from your account. Recovery of funds for such payments shall be described in Clause 2.

1.4 In the event of an underpayment, you may make another payment for the difference of the said amount.

- 1.5 We will notify you the status of the JomPAY payment instructions including the reasons of rejected or failed “Payer not-present” payment instructions. However, you have the option not to receive these notifications upon request.

## **2 RECOVERY OF FUNDS AND LIABILITY FOR PAYMENTS**

- 2.1 We will rectify Mistaken Payment Instruction made by you according to the terms and conditions herein, provided the following conditions are satisfied:

- a) you immediately inform us that you become aware of any delays or mistakes in processing Payment(s); and
- b) we are satisfied that Mistaken Payment Instruction has occurred.

- 2.2 Subject to Clause 2.1, we will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by you, in the way described in this clause:

- a) For misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, we shall submit a request to recover funds to the Crediting Participant that received the erroneous funds;
- b) Upon our satisfaction that the error for incorrect amount payment is caused by the Biller, we shall carry out a Reversal to your account and submit a request to recover funds to the Crediting Participant of the Biller for the error;
- c) For payment that is not completed or failed at our end, we shall credit back the amount of the failed payment into your account upon our satisfaction that the Payment Instruction failed and was not duly processed at our end;
- d) For payment that is not completed or failed at the Scheme Operator’s end or the Crediting Participant’s end, we shall credit back the amount of the failed payment to your into your account before initiating a recovery of funds request.

- 2.3 Recovery of funds requests made on your behalf for Mistaken Payments mentioned in Clause 2.2 or Erroneous Payments shall be processed in accordance with Clause 3. Subject to Clause 3, we will work with the Affected Participant to request and recover the funds on your behalf.

- 2.4 All enquiries or complaints raised by you regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day would be deemed received at the start of the next Business Day.

- 2.5 We are entitled to debit your account (for recovery of funds), in the event we did not debit your account after Payment Instruction has been properly and successfully executed.

2.6 Subject to Clause 3 herein (for requests of funds made by Debiting Participant) we are entitled to debit your account for funds credited into your account due to the following payments made by persons other than you :

- a) Mistaken Payment Instructions;
- b) Erroneous Payment Instruction;
- c) Unauthorised Payment Instruction; and
- d) Fraudulent Payment Instruction;

### **3 ERRONEOUS PAYMENT INSTRUCTION/MISTAKEN PAYMENT INSTRUCTION**

3.1 You may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a non-Biller in the following manner:

3.1.1 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within one (1) Business Days, if the following conditions are met:

3.1.1.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;

3.1.1.2 There is sufficient balance in the affected account; and

3.1.1.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.

3.1.2 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:

3.1.2.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;

3.1.2.2 There is sufficient balance in the Affected Bank Customer's account; and

3.1.2.3 There is no evidence that the Affected Bank Customer is entitled to the funds in question.

3.1.3 Recovery of funds wrongly credited to Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; we shall proceed with the recovery of

funds and remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:

3.1.3.1 The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and

3.1.3.2 There is no evidence that the Affected Bank Customer is entitled to the funds in question; and

3.1.3.3 The Affected Bank Customer has given its consent for us to debit their account.

3.2 You may request for recovery of funds that were incorrectly transferred to Affected Bank Customer who is a Biller in the following manner:

3.2.1 Subject to Clause 3.2.2, if the request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, we shall proceed with the recovery of funds and remit the funds into your account within one (1) Business Day :

a) If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;

b) The funds have been credited to the Affected Biller's account;

c) The Affected Biller has not acted on RTN;

d) The RTN has not been delivered to the Affected Biller;

e) There is sufficient balance in the Affected Biller's account to cover the recovery amount; and

f) The Affected Participant shall give written notification to the Affected Biller before debiting its account.

3.2.2 If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.

3.2.3 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 3.1.2 herein.

3.2.4 Recovery of funds wrongly credited to Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment

Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 3.1.3 herein.

- 3.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

**Unauthorised Payment Instruction and Fraudulent Payment Instruction**

- 3.4 We shall upon receiving report from you alleging that Unauthorised Payment Instruction was made, or upon becoming aware of Unauthorised Payment Instruction originating from us, remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- 3.4.1 we shall conduct an investigation and determine within fourteen (14) Calendar Days, if the Unauthorised Payment Instruction did occur;
- 3.4.2 if we are satisfied that the Unauthorised Payment Instruction did indeed occur, we shall initiate a Reversal process whereby all debit posted to your account arising from the Unauthorised Payment Instruction would be reversed; and
- 3.4.3 the Crediting Participant has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

- 3.5 For Fraudulent Payment Instruction, we shall upon receiving report from you alleging that Fraudulent Payment Instruction was made, or becoming aware of Fraudulent Payment Instruction originating from us, remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- 3.5.1 we shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
- 3.5.2 if we are satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days, has lapsed, we shall initiate a Reversal process whereby all debit posted to your account arising from the Fraudulent Payment Instruction would be reversed; and
- 3.5.3 the Crediting Participant has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

- 3.6 Notwithstanding the aforesaid, if the funds for Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.

3.7 No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Cards.

3.8 You shall indemnify us against any loss or damage suffered due to any claim, demand or action brought against us arising directly or indirectly from negligent and fraudulent acts in the Terms and Conditions by you.

#### **4 BATCH PAYMENTS**

4.1 Subject to our agreement, you are allowed to do Batch Payment:

- a) You are making Batch Payment on your own behalf; or
- b) You are making Batch Payment on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.

4.2 You are allowed to do Batch Payment by debiting your CASA or Cards accounts held with us, as the case may be.

4.3 You warrant to us that:

- a) such Batch Payment is made on your own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments on your own behalf, or on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other person; and
- b) such Batch Payment is made not for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.

4.4 All other terms and conditions of this Agreement also apply to Batch Payment.

#### **5 PAYMENT QUERIES**

5.1 We shall, in good faith, attempt to settle all payment queries or disputes with you arising in connection with the JomPAY service amicably by mutual agreement.

5.2 In the case of a dispute or conflict, you are entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Scheme.



5.3 You also have the right to lodge a complaint with the Scheme Operator if there are allegations of our non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:

5.3.1 Determination whether there has been non-compliance;

5.3.2 Stipulating remedies for Participants to correct or address the non-compliance; and

5.3.3 Determination if penalties are applicable for the non-compliance

5.4 All decisions rendered by the Scheme Operator in response to complaints from you shall be binding on us.

## **6 SUSPENSION**

6.1 We may suspend your right to use the Scheme at any time in the circumstances specified in our Online and Mobile Banking Terms and Conditions with reasonable notice given to you, in particular the clause on Suspension and Termination, including if we suspect a third party is accessing your account.

## **7 BILLER CANNOT PROCESS PAYMENT**

7.1 If we are informed that payment by you cannot be processed by a Biller, we will :

a) Inform you about this; and

b) Credit your account with the amount of the payment.

## **8 ACCOUNT RECORDS**

8.1 You must check its account and immediately report to us as soon as you are aware of any errors or of any payment(s) that you did not authorise or you think were made by someone else without your permission.

## **Part 2**

### **9 JomPAY**

9.1 We are Participants under the Scheme and we will inform you should we are no longer Participants.

9.2 You must inform us the information required as specified in Clause 11, when informing to make a Payment Instruction. We will debit your account with the amount of the Payment Instruction.

9.3 Payments can be made from your savings account, current account and credit card. Note that it depends on the billers whether they accept payments via credit card.

9.4 Procedures to make JomPAY payment:

Online Banking:

- a. Login to Online Banking
- b. Select Pay and Transfer
- c. Choose the account you wish to make a transfer from.
- d. If you are transferring money to the biller for the first time, select “New payment to a company”: and fill-in biller details (Biller code and Ref-1) to continue.
- e. Next, fill-in the required fund transfer details. To proceed, follow the instructions of generating security code using your mobile secure key or security device. Once done, enter the security code generated and click on “Continue”.
- f. Verify your fund transfer details before you click confirm.

Mobile Banking App:

- a. Login with your biometrics or 6-Digit PIN.
- b. Select “Move Money” and click on JomPAY option.
- c. Select the account you wish to make a transfer from, followed by choosing JomPay biller account.
- d. Next, enter the transaction amount and click “Continue”.
- e. Verify your fund transfer details before you click “Confirm”.

9.5 You acknowledge that the Terms and Conditions are in addition to the our Online and Mobile Banking Terms and Conditions, and HSBC Bank /HSBC Amanah Universal Terms & Conditions (“UTC”).

9.6 In the event of any inconsistency between the Online and Mobile Banking Terms and Conditions, UTC and the Terms and Conditions, the Terms and Conditions shall prevail in relation to JomPAY services.

9.7 You acknowledge that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part of whole satisfaction of any underlying debt owed between you and that Biller.

## **10 VALID PAYMENT INSTRUCTION**

10.1 We will treat your instructions to make a payment as valid if, you comply with our Online and Mobile Banking Terms and Conditions, in particular clauses on Customer's Instructions and Your Liability; and the terms and conditions herein.

## **11 INFORMATION REQUIRED**

11.1 The information that you must provide to us to instruct us make payment(s) is as follows:

- a) Biller Code;
- b) Ref-1;
- c) Ref-2 (if stated in Payer's Bill);
- d) Amount;
- e) Account from which the Payment is to be made.

Details (a) to (d) can be obtained from the Bills issued by Participating Biller.

11.2 You acknowledge that we are not obliged to effect a payment if you do not give us all information required or if any of the information given is inaccurate.

## **12 AMENDMENTS TO TERMS**

12.1 We can change the Terms and Conditions in accordance with our Online and Mobile Banking Terms and Conditions, in particular clause on Amendments.

12.2 As a result of any change we make, or for any other reason, you may at your option choose to no longer use the Scheme.

## **13 PAYMENT CUT-OFF TIME**

13.1 If you order Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller if Payer orders Payment Instructions after the Payment Cut-Off Time or on a Saturday, Sunday or a public holiday the Biller is deemed to have received Payment on the next Business Day.

13.2 We shall, at the minimum, disclose the Payment Cut-Off Time to you at the banking channel where you are initiating the Payment Instruction, or otherwise ensure that the Payment Cut-Off Time is made known to you.

## 14 CONSEQUENTIAL DAMAGES

14.1 We are not liable for any consequential loss or damage suffered by you as a result of using the Scheme, other than due to any loss or damage you suffer due to our negligence.

## 15 PERSONAL DATA PROTECTION

You acknowledge that when you use the Scheme to make payment, you agree that we disclose your personal data to the Scheme Operator, Billers, Crediting Participants and other Debiting Participants.

15.1 The collection and use of your personal data are as set out in our Notice to Customers relating to Personal Data Protection Act 2010 (available on our website <https://www.hsbc.com.my/privacy-and-security/>) and our UTC, in particular clause on Collection, Processing and Sharing of Customer Information.

15.2 You agree that we use your transactional information as is necessary to process payment(s). The third parties receiving such information are the Payer Bank, Scheme Operator and Biller Bank for purposes of processing payment.

15.3 You must notify us if any of your personal information is inaccurate, changes and you consent that the updated personal information is disclosed to all Participants in the Scheme, for the purpose of Clause 15.1.

15.4 You can request access to the personal data held by us with written notice.

15.5 You acknowledge that if your personal data is not disclosed to the parties specified in Clauses 15.1 and 15.3, it will not be possible to process your requested payment(s) or use the Scheme.

## 16 DEFINITIONS AND INTERPRETATION

The following words have these meanings:-

No.	Term	Definition
1.	Affected Bank Customer	A Customer whose bank account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions caused by other Participants, Customers or PayNet.
2.	Affected Biller	A Biller that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.

No.	Term	Definition
3.	Affected Participant	A Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
4.	Bank	A financial institution that is licensed under Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
5.	Batch Payment	Payments made to one or more Billers by grouping and bundling individual Payment Instruction(s) and collectively transmitting these Payment Instruction(s) at scheduled times
6.	Bill	An itemised statement of money owed, or a request to pay, for purchase goods, provision of services and/or any other business transaction.
7.	Biller	Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill payments.
8.	Crediting Participant	A Participant appointed by a Biller to facilitate the Biller's collection of Bill payments via JomPAY.
9.	Biller Code	An alpha numeric code uniquely identifying either: <ul style="list-style-type: none"> <li>• a Biller; or</li> <li>• a Biller's product or service category for purposes of routing Payments to the Biller.</li> </ul>
10.	Business Day	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur.
11.	CASA	Current account and savings account.
12.	Card Accounts	Credit card account(s), charge card account(s) and prepaid card account(s).
13.	Customer	A term used to collectively refer to Billers, Payers and other clients of a Participant.
14.	Erroneous Payment Instruction	A Payment Instruction that is initiated wrongly or is incorrect as follows: <ul style="list-style-type: none"> <li>• Participants post erroneous entries to Billers'/Payers' bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers'/Payers' due to technical errors or operational errors;</li> <li>• Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and</li> <li>• Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.</li> </ul>
15.	Fraudulent Payment Instruction	A Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.
16.	Interbank GIRO or IBG	An interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks.

No.	Term	Definition
17.	Scheme	Is a service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
18.	Mistaken Payment Instruction	A payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which: are directed to the wrong Customers <ul style="list-style-type: none"> <li>• contain incorrect Recipient Reference Numbers</li> <li>• carry the wrong amount; or</li> <li>• are duplicated.</li> </ul>
19.	Participant	A Bank that is a member of the Scheme.
20.	Payer	Individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies, and other Bank customers that make payments to Billers using the Scheme.
21.	Debiting Participant	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instruction.
22.	Payment Instruction or Payment	An order from a Payer to its Debiting Participant directing the Debiting Participant to: Draw funds from the Payer's bank account; and Transmit an IBG entry to transfer funds to the Crediting Participant to pay a Biller for a Bill.
23.	PayNet	Payments Network Malaysia Sdn Bhd
24.	Reversal	means a transaction that: a) is initiated by a Biller to cancel an Erroneous Payment Instruction; b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction has been applied to the bank account(s).
25.	Scheme Operator or SO	The owner and the operator of the JomPAY Scheme.
26.	Real-time Notification or RTN	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer's bank account has been successfully debited for a Payment Instruction to the Biller.
27.	Unauthorised Payment Instruction	A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes unauthorised transactions from the Payer's account to make other payments. However, it does not include a Fraudulent Payment Instruction.

No.	Term	Definition
28.	Unrecoverable Loss	The portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.

**[END OF STANDARD PAYER TERMS]**