

## **ELECTRONIC BANKING SERVICES**

In consideration of Hong Leong Bank Berhad / Hong Leong Islamic Bank ("the Bank") agreeing to provide the Customer with the Services at the Customer's request, the Customer hereby covenants and agrees to the following terms and conditions:

### **(A) GENERAL TERMS & CONDITIONS**

#### **1. Definitions & Interpretation**

1.1 The following terms and expressions shall have the meaning assigned to them unless the context otherwise requires:-

**"Account"** means the account or accounts and shall include an E-Account which the Customer has or may have with the Bank at any time and from time to time and shall refer to the relevant account as the context shall require.

**"ATM"** means the automated teller machines installed by the Bank or any member of the MEPS Consortium for the use of the Customer;

**"ATM Card Transaction"** means the use of the Bank Card or MyKad for Cash Withdrawals and Electronic Transactions.

**"Authorised Merchant"** means any retail firm or corporation which pursuant to a Merchant Agreement agrees to accept or cause its outlets to accept the Bank Card for E-Debit transactions and or MEPS CASH transactions.

**"Bank Card"** means the card issued to the Customer by the Bank to facilitate all or any of the Services which the Bank may at the request of the Customer make available to the Customer subject to these Terms and Condition and any other terms as may be imposed by the Bank from time to time. The Terms and Conditions herein concerning Bank Card shall also apply to MyKad if ATM Card Transaction application and/or MEPS CASH transaction application are installed in MyKad by the Bank and in such cases, the term "Bank Card" wherever appearing in these Terms and Conditions shall extend to MyKad.

**"Bill Payment Service"** means the payment of bills which may be made by the Customer to the Payee Corporation(s) through the Services.

**"Business Day"** means a day on which the Bank is open for business in West Malaysia and East Malaysia, as the case may be, and on which transactions of the nature contemplated in this Agreement are carried out.

**"Customer"** means the person who has opened an Account with the Bank and has registered with the Bank for the Services.

**"Daily Limit"** means the maximum permissible limit prescribed by the Bank in respect of cash withdrawals through the ATM or transfers via the Internet Banking

**"E-Account"** means an account without pass book, accessible by the Customer through remote access via Hong Leong Online Portal or any other portal, website, network as may be notified by the Bank.

**"E-Debit"** means Electronic Point of Sale (E-POS) Application in the Bank Card which facilitates the Customer's purchases at Authorised Merchants by direct debit of the Customer's Account.

**“Electronic Banking Services”** are banking services delivered over the internet, wireless network, automatic teller machines (ATMs), fixed telephone network or other electronic terminals or devices.

**"Electronic Transaction"** means a transaction effected by the use of the Bank Card/ MyKad at any ATM or other card operated machine or device that accepts the Bank Card and transactions effected via Internet Banking

**"Fee"** includes fees payable at yearly or such other intervals as may be determined by the Bank, by the Customer for the utilization of the Services, including the fees payable for the ATM Card Transaction application and E-Debit and/ or MEPS Cash application installed in MyKad, which shall be debited from the Account on each anniversary date of the issuance of the Bank Card and/ or installation of the ATM Card or E-Debit and/ or MEPS Cash application in MyKad and shall also include all other fees, service charges commissions and other payments charged by the Bank under these Terms and Conditions of the electronic services. the Bank reserves the right to vary the Fee from time to time without prior notice to the Customer.

**"HLBB"** means Hong Leong Bank Berhad and includes its successors-in-title and assigns,

**“HLISB”** means Hong Leong Islamic Bank and includes its successors-in-title and assigns

**"Hong Leong Online"** means the Bank's online internet portal through which the Bank's online services may be accessed,

**"Instructions"** means the instructions given by the Customer through the relevant Security Codes.

**“IPIN”** means the Customer's Internet Personal Identification Number for Customer to register for the Internet Banking services.

**"MEPS CASH"** means the Electronic Purse Application in the Bank Card or MyKad which allows the Customer to load monetary value up to such amount as the Bank may permit to make purchases at Authorised Merchants, the Bank reserves the right to vary the maximum permissible monetary value that the Customer may load in the Bank Card or MyKad from time to time without prior notice to the Customer.

**"MEPS Consortium"** means the banks and financial institutions participating in the MEPS ATM Network managed by Malaysian Electronic Payment System (1997) Sdn Bhd.

**“MEPS FPX”** means the Financial Process Exchange applications which allow the Customer online to make payment at e-market places such as websites and online stores as well as for corporations to collect bulk payment from their customers.

**"MEPS Network"** means the Automated Teller Machine and electronic payment network managed by Malaysian Electronic Payment System (1997) Sdn, Bhd,

**"MyKad"** means the card issued to the Customer by the Malaysian National Registration Department which is installed with ATM Card Transaction application and/ or E-Debit transaction and/ or MEPS Cash application by the Bank at the Customer's request subject to availability and terms and conditions as may be imposed by the Bank including payment of the Fee,

**"Payee Corporation(s)"** means the companies or corporations whose bills can be paid by the Customer through the Bill Payment Service and/ or MEPS FPX and includes any company or corporation included or substituted by the Bank at its absolute discretion at any time and from time to time,

**"Phone Banking Services"** means such banking services as the Bank may permit to be effected through the telephone (including mobile phone).

**"PIN"** means the Customer's Personal Identification Number either issued by the Bank to the Customer or selected by the Customer at any of the Bank's branches in accordance with the application procedures on ATM Services and includes changes on same made by the customer as the case may be, from time to time..

**"Posting Date"** means the date on which any Bank Card Transaction, E-Debit transaction and/ or MEPS Cash transaction is debited to the Customer's Account.

**"Replacement Card"** means the card issued to the Customer at the sole discretion of the Bank subject to such charges imposed by the Bank for replacement of the Bank Card.

**"Security Codes"** means the security codes given by the Bank to the Customer for access to the respective Services comprising of the PIN (for ATM Services), TPIN (for Phone Banking Services, mobile banking which are accessed via electronic channels) , IPIN (for Hong Leong Online), TAC (for Hong Leong Online), and includes any other user name, password, personal identification number, digital certificate or any other security codes as the Bank may issue from time to time for access to all or any of the Services and reference to the term "Security Codes" shall mean the security code or codes relevant to the respective Services as the context shall require.

**"Security Picture"** means an image that is being displayed to Customer as an anti-phishing security measure to ensure that Customer have logged in to the genuine Hong Leong Online site. This picture is chosen by Customer during registration for Hong Leong Online.

**"Services"** means the services described in the Schedule hereto provided by the Bank to facilitate ATM Card Transactions, E-Debit transactions in the Bank Card and/or MyKad, MEPS CASH transactions and/or MEPS FPX transactions in the Bank Card and/or MyKad, Phone Banking, Bill Payment Services or any other electronic, telematic, digital, visual, video or other such new or additional services offered by the Bank from time to time to enable the Customer to perform banking and other transactions and such Services may be supplemented, varied or withdrawn by the Bank at any time and from time to time at its discretion.

**"Standing Instruction"** means the Customer's instruction which irrevocably authorises the Bank to debit the Fee from the Account of the Customer on each anniversary date of issuance of the Bank Card and/or installation of the ATM Card or MEPS FPX transactions or MEPS CASH application in MyKad or on the respective payment dates.

**"Statement"** means a statement of account reflecting the transactions effected using the Bank Card or MyKad which the Customer may obtain from the Bank's branches or updated into his savings passbook or current account statement at the Bank's branches subject to payment of a service charge or which is accessible free of charge by remote access via the Hong Leong Online Portal or any other portal, web-site, network or similar facility which the Bank may advise from time to time.

**"TAC"** means the Transaction Authorisation Code which is a randomly generated code that is used for authentication of certain financial transactions in the Hong Leong Online.

**"Terms & Conditions"** means these terms and conditions for the Services unless the context requires otherwise and includes any amendments, additions, variations, new terms or deletions made from time to time and shall refer to the terms and conditions prevailing at any time.

**"TPIN"** means the Customer's Personal Identification Number for identifying the Customer through the telephone or through any other electronic means for e-channel services issued by the Bank to the Customer or selected by the Customer at any of the Bank's branches in accordance with the application procedures on e-channel services and includes all changes on same made by the customer as the case may be, from time to time.

**"Transaction Receipt"** means the relevant payment slips, forms or papers supplied by the Bank to the authorised Merchants or in the ATM for the purpose of recording, confirming and evidencing purchases or other transactions incurred by the Customer through the use of the Bank Card to be charged and debited from the Account or the confirmation provided to the Customer for financial transactions incurred via the Hong Leong Online

**"User Guide"** means the guide or guides issued by the Bank to the Customer containing operating instructions for the respective modes of access and the types of banking or other transactions available through the respective Services permitted by the Bank and shall include any other user guides as may be issued by the Bank from time to time.

## 1.2 Interpretation

- a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.
- b) Where there are two or more persons comprised in the term "the Customer", instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.
- c) All the terms and conditions contained in this Agreement shall apply to all the Services unless indicated otherwise.
- d) In the event there is any conflict in the interpretation of this Agreement and any translation of this Agreement in any language, the English version of this Agreement shall prevail.

## 2. The Services

- a) The Services are provided upon the Terms & Conditions herein contained. the Bank reserves the right to add, delete, alter or amend any of these Terms and Conditions or introduce new terms to cater to new services provided by the Bank at any time by giving at least seven (7) business days notice to the Customer such amendments, additional terms or new terms shall become effective on such date as the Bank may elect to adopt. At the discretion of the Bank, notice of such additions or modifications or amendments or new terms may be dispatched to the Customer or by mailing the aforesaid to the Customer or by notification in the mass media or throughout its branches or by electronic communication or electronic banking terminals or posting in Hong Leong Online. Such change will apply on the effective date specified by the Bank. Retention or use of the Bank Card and the Account and the Services after the effective date of any change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Customer.

- b) Notwithstanding any provisions herein contained, the Bank reserves the absolute right to reject any application submitted to the Bank in its absolute discretion and without having to disclose its reason(s) for doing so and its decision shall not be questioned on any account whatsoever.
- c) New/Additional Services - the Bank may at its discretion offer new or additional Services from time to time and if the Customer requests the Bank to make available such new or additional services, the new or additional service may be subject to the Bank's approval made available to Customer subject to these Terms and Conditions (which may be amended or varied) and such other new terms and conditions as the Bank may prescribe and notify to the Customer in accordance with this Clause 2(a) above.
- d) Reliability of Information - Information including but not limited to interest rates, exchange rates, product information quoted in Hong Leong Online or other electronic banking terminals or provided by the Services is for indication purposes only. The actual rate or price that shall apply for a particular transaction can only be determined at the time the transaction is entered into.

### **3. Instructions**

- a) The Customer acknowledges that all transactions using the Services must be authorized through the relevant Security Codes and once the Instructions for a transaction had been issued using the Security Code, it shall be irreversible.
- b) Whenever any Instruction is issued or transaction is effected using the Security Code, that Instruction or transaction shall be considered to have been issued or made by Customer or on his behalf and shall bind the Customer and the Bank is authorised to rely upon and act on such Instruction or transaction (i) without obtaining any written approval or confirmation from the Customer even if such Instruction or transaction was not actually given or authorised or known by Customer and (ii) without any enquiry on its part as to the identity of the person giving or purporting to give the Instructions or as to the authenticity of such Instructions. The Customer is liable for all transactions effected by the use of the Bank Card whether with or without his knowledge or authority. Notwithstanding this, the Bank may in its sole discretion but without any obligation to do so, refuse to act on any Instruction or transaction which the Bank believes not to have been validly made or authorised by Customer. the Bank may also require the written or oral confirmation of any transaction from the Customer before executing the transaction.
- c) Where any Instructions to the Bank can be given through the telephone (including in respect of Phone Banking Services) subject to identification of the Customer by an appropriate Security Code, a caller identifying himself as the Customer shall key in his Security Code and if the Security Code keyed in is the Customer's Security Code, this shall be conclusive evidence that the caller is the Customer and the Bank shall not be obliged or be under any duty whatsoever to verify the identity of the caller prior to executing his Instructions.
- d) the Bank may but shall not be obliged to act on any Instruction/other instructions or notices given by facsimile, telex, telegram or any other means of communication not prescribed herein unless the original of such instructions or notices is confirmed in writing duly signed by the Customer and the written confirmation is received by the Bank.
- e) The Bank is entitled, in its absolute discretion to deactivate or revoke the use of the PIN, TPIN, IPIN, TAC or any other Security Code at any time to safeguard the Customer or the Bank against suspected fraudulent attempt to use the Security Code

or the Account in order to facilitate investigation or in compliance to regulatory requests or any similar requests from relevant authorities. The Bank will endeavour to provide notice to Customer at the earliest time possible.

- f) The Customer acknowledges the electronic nature of the Services and the inherent risk that the Instructions or other communication by electronic means may not reach their intended destination or may do so much later than intended. The Customer shall be responsible for making his own verification that his Instructions or other communication had been effected and shall not hold the Bank responsible for any delay or failure in effecting his Instructions or other communication.
- g) Notwithstanding anything herein contained, neither the fact of the Bank's receipt nor the confirmation of the Bank's receipt of any Instruction or other communication shall impose any obligation upon the Bank to execute the Instruction or order within a particular time or at all.

#### **4. Responsibilities of the Customer**

The Customer shall take all precautions to ensure and prevent unauthorized and fraudulent use of the Services or any part of them and the Customer's Security Codes including but not limited to the following:-

- a) That the Security Codes must be kept secret and the Security Code once received by the Customer must be changed immediately after the Customer has received and read them and may only be used by the Customer and no one else. If a Security Code is not issued to the Customer, the Customer will be advised to create his own Security Code as a condition for access to the Services.
- b) That no one other than the Customer has access or is able to have access to the Security Codes to enable him to carry out any transactions through any of the Services and the Security Codes are not written down in any form or manner which may be deciphered by anyone or kept together or disclosed or exposed to any person (including the employees of the Bank) under any circumstances or at any time.
- c) The Customer must not disclose the Security Code to any person under any circumstances or by any means whether voluntarily or otherwise and must take all care to prevent the Security Code from becoming known to any other person. The Customer understands and agrees that failure to comply with this requirement may expose the Customer to the consequences of theft and/or unauthorised use of the Bank Card, for which the Bank will not be liable. The Customer hereby undertakes to indemnify the Bank and to hold the Bank free from all claims and liabilities from all parties whomsoever, arising from such unauthorised use.
- d) That where telephones with key press password recorders or other similar devices are installed, the Customer shall delete the numbers relating to his transactions after the instructions have been issued.
- e) That the Customer reads and understands the User Guide before attempting to use the Services.
- f) That the Customer's Account and the balance are regularly and carefully checked and monitored by the Customer and are checked each time prior to issuing any Instructions to the Bank. The Customer shall immediately inform the Bank of any irregularity in the Customer's Account.

- g) The Customer shall ensure that there are sufficient funds available in the Account to perform any of the transactions issued by the Customer.

## **5. Joint Accountholders and E-Account**

5.1 Joint Accountholders: Either one of the Accountholders may issue Instructions and authorize the Bank to effect any transactions on a joint account. All transactions arising shall be binding on all accountholders, who shall be jointly and severally liable on all transactions. The mandate of a joint accountholder shall not be revoked until and unless the joint account holder whose mandate is to be revoked surrenders his Bank Card by the Bank.

5.2 E-Account:

- a) No passbook or physical statement is issued to the Customer. The Bank may at its discretion stipulate that certain transactions or services relating to the E-Account are to be conducted exclusively by remote access via Hong Leong Online or the Card Centre free of charge and if such transactions or services are conducted at the Bank's branches, service charges shall be applicable. Without limiting the foregoing, Statement of Bank Card transactions and E-Account updates can be remotely accessed via Hong Leong Online or the Bank's Call Centre and if the Customer requires a print out of the Statement he will pay such service charges imposed by the Bank.
- b) Interest on credit balances will be allowed at the Bank's current rate and will be calculated on a daily balance basis or any other method of calculation as may be determined by the Bank at its absolute discretion from time to time, Interest earned will be credited at such periods as may be determined by the Bank from time to time. However no interest will be payable for any daily balance below RM10-00 or such other amount as may be determined by the Bank.
- c) The Bank may impose such fees or charges determined by the Bank for services rendered at the Bank's branches to E-Account Customers on balance enquiries, requests for physical statements, cash withdrawals, fund transfers and any other services.

## **6. Ownership**

The Bank Card is and will be, at all times, the property of the Bank and shall be surrendered to the Bank immediately upon request by the Bank or its duly authorised agent. The Bank reserves the right to withdraw or suspend at its absolute discretion, the Bank Card and/or any of the Services thereby offered at any time with or without (as it in its absolute discretion deems fit) prior notice and in such circumstances if it so deem fit to terminate use of the Bank Card by the Customer. It is further agreed that the Bank is under no obligation whatsoever to reveal the reason for the termination of the use of the Bank Card and/or any of the Services.

## **7. Non-Transferability**

The Bank Card and Security Codes are issued solely for the use of the Customer who shall not transfer, pledge or otherwise use it as security in any form nor part with use of the same to any other person.

## **8. Loss or theft of Bank Card**

The Customer shall be and remain liable to the Bank for any goods and services supplied and for ATM Card Transaction through the use of the Bank Card whether or not

such usage is authorised by the Customer. The Customer shall use all reasonable precautions to prevent the loss or theft of the Bank Card. The Customer must report in writing immediately to the Bank and to the police any loss and/or theft of the Bank Card and/or disclosure of the Security Code to any unauthorised person followed by a written confirmation to the Bank together with a copy of the police report.

**9. Liability**

The Customer shall be and remain liable to the Bank for any goods or services supplied by merchants through the use of the Bank Card by any person before the receipt by the Bank of the Customer's written report of the loss or theft of the Bank Card. When the lost or stolen card is found, the Customer agrees not to use the Bank Card so retrieved and shall return the same, cut in halves, to the Bank immediately upon the retrieval of it.

**10. Terminate Use**

The Customer may at any time terminate the use of the Bank Card by written notice to the Bank and returning the Bank Card cut in halves to the Bank. No refund of the Fee or any part thereof will be made to the Customer and the Customer shall be and remain liable for any transaction effected through the use of the Bank Card prior to the receipt by the Bank of such written notice of termination and return of the Bank Card cut in halves to the Bank. In the case of MyKad, Customer shall request Bank, subject to payment of a service charge, to deactivate the ATM Card Transaction application and/or MEPS CASH application by presenting MyKad at the Bank's branches.

**11. Replacement of Bank Card**

If the Bank Card is damaged or lost or stolen or in the event the Customer is unable to carry out any transactions through the Bank Card or upon discovery that unauthorised or fraudulent transactions had been effected using the Bank Card or a cloned card or that unauthorised persons have acquired knowledge of the PIN or Security Code, the Customer shall send in the Bank Card {in the case of damaged/defective Bank Card} and request the Bank for replacement of Bank Card and Security Codes and the Bank may at its absolute discretion accept or refuse such request without assigning any reason therefore. Any replacement of the Bank Card and Security Codes shall be subject to the payment of a fee for such replacement unless the same is replaced because it is defective.

**12. Security Codes**

If the PIN and/or TPIN and/ or IPIN and/or TAC is exposed or suspected to be exposed to any person, the Customer shall take full responsibilities to immediately perform a PIN and/or TPIN and/or IPIN and/or TAC (whichever applicable) change to protect the Customer's own interest.

**13. Copyright**

The Customer shall not copy or attempt to duplicate or facilitate or assist or allow any duplication of or tamper with or modify the Bank Card himself or by any other person.

**14. Fees, Commissions & Charges**

The Bank shall be entitled to impose Fees for the Services including for issuance of Bank Card, installation of ATM Card transaction/MEPS Cash transaction applications into MyKad and annual Fees thereafter. Notwithstanding the imposition of such Fees, transactions carried out through the Services will be charged the usual charges and commissions. the Bank reserves the absolute right to vary such Fees, commissions and

charges at any time and from time to time without prior notice to the Customer. For the purpose of collecting such Fees, commissions and charges, the Customer hereby authorises the Bank to debit the Account with such Fees, commissions and charges failing which the Customer's Account and Bank Card's access to the Services offered by the Bank will be suspended indefinitely until the Fee, commissions and charges, which may be accumulated, is paid or successfully debited.

## **15. Customer's Account Statement**

- 15.1 the Bank's records of the transactions effected through the Services shall be binding and conclusive evidence of such transactions carried out by the Customer.
- 15.2 The Customer is deemed to have examined all entries in the Statement. The Customer hereby expressly covenants and undertakes with the Bank that it shall be the Customer's duty to report in writing to the Bank any error in the Statement concerning any Bank Card transaction within Thirty (30) days from the Posting Date of any such Bank Card transaction.
- 15.3 If the Customer for any reason whatsoever does not within the aforesaid Thirty (30) days notify the Bank in writing of any error in the Statement then the Customer shall be deemed to have accepted the entries contained therein as correct and as final and conclusive evidence of the facts contained therein and the Statement shall be considered conclusive and binding as against the Customer and the Customer's legal representatives and successors and the Customer shall be precluded from making any claims against the Bank by alleging that the Savings Passbook and / or Current Account Statement contains any error.
- 15.4 Upon receipt of such written notice duly given by the Customer within the stipulated time, the Bank shall look into the Account to make the necessary adjustments and rectifications, if any. Any money due to or from the Customer shall be credited or debited into the Account.
- 15.5 Transactions which have not been verified by the Bank shall not appear in the balances of the Customer's Account and shall not be conclusive of the state of the Customer's Account.

## **16. Limits on Transactions**

Unless otherwise instructed by the Customer or in the absence of the Customer electing a limit to the carrying out of transactions through the Services, the Bank shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of the Services and/or Security Codes without informing the Customer. The Customer may vary the limits on the transactions carried out by giving prior notice in writing to the Bank. the Bank is not bound to ensure that the Customer does not exceed such limits nor is the Bank bound to comply with the Customer's request to vary the limits.

## **17. Liabilities of the Parties**

- 17.1 The Customer shall be responsible and liable, without any limit, for the following:
- a) Any loss or damages suffered for all unauthorised transactions carried out through the use of the Bank Card and or Security Codes until such time when the Bank has received written notification of the same from the Customer;
  - b) All risk incidental or arising out of the use of the Bank Card and/or Security Codes;

- c) Any loss or damages suffered, and all risk arising, in the event the Bank Card is not returned to the Bank upon termination of the relevant Services and/or this Agreement in accordance with the relevant provisions of this Agreement;
  - d) Any loss or damage suffered by the Bank as a result of the breach of any of these Term and Conditions by the Customer.
- 17.2 the Bank shall be responsible for the issuance of the Bank Card and relevant Security Codes, In the event there are any defects in the items issued to the Customer, the Bank shall replace the defective items at no cost to the Customer and the Customer shall not be entitled to make any further claims for any loss or damages suffered by the Customer as a result thereof.
- 17.3 the Bank does not warrant that the Services will be equipped with security measures other through the use of Security Code and the Bank does not make any express or implied warranty with respect to the Security Code or the Services including without limitation any warranties of merchantability, satisfactory quality, fitness for a particular purpose and/or compliance with description.
- 17.4 Notwithstanding any provisions herein, the Bank shall not be liable to the Customer or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage howsoever arising whether by way of omission, negligence, any breach of contract or otherwise and whether or not the Bank has been advised of the same for any of the following:-
- a) For any misdescription or error (including incorrect name(s) or account number(s) or amount of the transactions) in any Instructions issued to the Bank.
  - b) In the event the Bank is unable to perform any operations or to provide any of the Services attributable directly or indirectly to the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, any act beyond the Bank's control or due to any factor in a nature of a force majeure. In the event that the Bank is not able to furnish the Customer with a Statement for any period of time the Customer's liability for Fees, charges or commissions shall, nevertheless, continue to accrue and for the purpose of computing the interest payable to the Bank or establishing the due date for payment of interest and principal, the Bank may select any day of the month as the monthly statement date.
  - c) For damages or loss suffered by the Customer under any circumstances whatsoever whether or not such circumstances relate to or arise out of this Agreement including but not limited to non-acceptance for any reasons whatsoever of the Bank Card by any merchant, person or body, non-acceptance by any bank or any member institution of MEPS, rejection of the Bank Card by any ATM, non-renewal, restriction or cancellation of Services or facilities offered under the Bank Card, the listing of such Bank Card number or Customer details in any cancellation lists or under any other circumstances.
  - e) For any losses, damages, costs or expenses whatsoever suffered by the Customer arising out of or in connection with the issue, use, withdrawal and/or termination of the Bank Card or the Services or for any delays, interruptions or failure of the Services or loss of data, transmitted information or Instructions whether or not resulting from or in consequence of any act or omission by the Bank except in the case of wilful default by the Bank.
- 17.5 If the Bank is found liable for breach of contract, tort (including negligence) or otherwise, the Bank's sole and entire liability for any such demands, claims or action shall not in any

circumstances whatsoever exceed the amount of the transaction involved which gave rise to the claim.

**18. Indemnity**

The Customer undertakes to indemnify the Bank fully and completely against all claims, demands, action, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by the Bank in connection with or in any manner arising out of the provision of the Services or the acceptance of any Instruction given by the Customer or breach by the Customer of any of the Terms & Conditions. The liabilities of the Customer shall be continuing liability and will remain in full force and effect until the liability, if any, of the Bank is fully discharged.

**19. Termination of Services by the Bank**

the Bank may terminate the Services and this Agreement by giving Fourteen (14) days notice to the Customer without assigning any reason for the same.

**20. Rules & Regulations Governing the Customer's Accounts.**

The rules, regulations, terms and conditions governing and regulating the Customer's Account with the Bank and Hong Leong Online shall apply to the transactions effected through the Services in addition to the Terms and Conditions contained here, in so far as they are not inconsistent with the Terms and Conditions herein. In the event of any inconsistency between such terms and conditions/ rules and regulations and the Terms and Conditions herein, the respective terms and conditions/rules and regulations with regards to the relevant account shall prevail.

**21. Severability and Waiver**

21.1 If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under the law, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions in this terms and conditions.

21.2 the Bank's acceptance of any of the Customer's Instructions or processing of any of the Instructions issued beyond the times stipulated or any waiver by the Bank of any of its rights or any indulgence granted to the Customer shall not operate to prevent the Bank from enforcing any of its rights under this Agreement or be treated as consent to the modification of any part of this Agreement.

**22. Notices**

22.1 Any notices required to be issued hereunder by the Bank to the Customer may be given by any of the modes specified in Clause 2(a) of these Terms and Conditions. Without prejudice to the Bank's rights to issue notices in the manner set out in Clause 2(a), the Bank may at its discretion deliver such notices:-

- a) By ordinary post or registered post or courier sent to or left at the Customer's last address registered with the Bank and shall be deemed received by the Customer within five (5) Business Days from posting if sent by ordinary or registered post and within two (2) Business Days from sending if sent by courier; or
- b) By general notice in one major national newspaper and the notice shall be deemed to be effective from the date of such notice or the date specified in the notice, as the case may be.

22.2 Any notices (excluding Instructions) required to be sent hereunder by the Customer to the Bank may be given by ordinary post or registered post or courier sent to or left at the branch where the Account is maintained and any such notice shall not be effective or deemed delivered to the Bank unless and until actually received by the Bank.

22.3 The Customer shall promptly inform the Bank in writing of any changes in the Customer's personal details or the correspondence and/or residential address.

### **23. Disclosure**

23.1 The Customer agrees that the Bank may disclose to any merchant, any officer of the Bank, any guarantor or security party and/or any person or entity and/or any other interested party (including the Bank's related companies and also third parties with whom Bank Cards are issued in association or affiliation) information concerning the Account and the Customer's other accounts and any other information which may be necessary to facilitate the use of the Bank Card and the Services, cross selling of products and services, the processing of any transaction effected through the use of the Bank Card or the Services for the purpose of recovering any monies due and owing from the Customer to the Bank. In addition, such information may also be provided to:-

a) any agent, contractor, or third party service provider who provides administrative telecommunications, computer, payment securities clearing, insurance professional or other services to the Bank or its related companies;

b) any nominee, trustee, centralised securities depository or registrar, custodian, insurance company, estate agent, solicitor or other person who is involved in the provision of the Bank and/or related companies' services or products to the Customer.

23.2 The Bank shall have right to check the credit standing of an applicant for the Bank Card and/or check the credit standing of the Customer at any time as and when the Bank deems fit without reference to him. The Customer consents to the disclosure of such information pertaining to the Customer to any bank, fraud control system and/or financial institution and/or Central Credit Bureau or other bureau established by Bank Negara Malaysia or its successors as is relevant in connection with queries regarding the Customer, his credit standing or conduct of the Account and to the disclosure of Bank Card numbers of the new renewed or replaced cards to merchants and any other persons.

23.3 the Bank, being a member of the MEPS Consortium, is hereby given irrevocable authority by the Customer to give, divulge or reveal such technical information to the MEPS Consortium as may be required for the operations of such MEPS Network.

### **24. Reconstruction of the Bank**

The obligations and liabilities of the Customer shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of the Bank or by any company by which the business of the Bank may for the time being be carried on and shall be available to the company carrying on the business for the time being.

### **25. Time of the Essence**

Time wherever mentioned shall be the essence of this Agreement.

**26. Conclusive evidence certificate**

A certificate by an officer of the Bank as to the amount for the time being due and owing to the Bank from or by the Customer shall be conclusive evidence against the Customer in any legal proceedings. Any judgement recovered by the Bank against Customer in respect of such indebtedness shall be binding and conclusive in all courts of law in Malaysia and elsewhere.

**27. Suspense account**

For the purposes of enabling the Bank to preserve intact the liability of the Customer once a writ of summons has been issued or to prove in the bankruptcy or insolvency of the Customer or for such other reasons as the Bank deems fit the Bank may at anytime and place, keep for such time as the Bank may deem prudent any monies received recovered or realised hereunder or under any other security or guarantee to the credit of a separate account in the name of the Customer as the Bank shall deem fit without an immediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the sums due and owing to the Bank.

**28. Appointment of agent**

In amplification and not in derogation of its rights under this Agreement, the Bank shall have the right, at its sole discretion, to appoint an agent of its choice to collect all and any sums due to the Bank from the Customer under this Agreement.

**29. Set-off**

The Customer agrees that the Bank may, at any time and without notice, combine and consolidate all or any accounts(s) of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency or set-off or transfer any sum standing the credit of any such account(s) including joint accounts where joint accounts are maintained in the names of the Customers in or towards discharge of all sums due to the Bank under any account(s) of the Customer with the Bank of whatever description and wheresoever located and whether in Ringgit Malaysia or in any other currency and may do so notwithstanding that the balances on such account(s) and the sums due may not be expressed in the same currency and the Customer hereby authorises the Bank to effect any such combination consolidation set-off or transfer with the necessary conversions at the Bank prevailing exchange rates which shall be determined by the Bank at its sole discretion.

**30. Further Documents**

The Customer undertakes to sign such further documents as may be requested by the Bank from time to time and the Customer hereby expressly covenants and agrees that at the election of the Bank such further documents may be deemed to take effect retrospectively.

**31. Governing law**

This Agreement shall be deemed to be a contract under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the non-exclusive jurisdiction of the Courts of Malaysia or the courts of such other competent jurisdiction as the Bank may in its sole discretion elect to submit and further agree that service of any legal process may be effected in the manner set out herein. The Bank may at its sole discretion elect to file legal proceedings, commence and complete legal proceedings against the Customer in the Courts in the Federal Territory of Kuala Lumpur or the State of Selangor, irrespective

of the Customer's place of residence or business or the place where the Bank Card was issued.

**32. Successors Bound**

This Agreement shall be binding upon the heirs, personal representatives and successors-in-title of the Customer and the successors-in-title and assigns of the Bank. The Customer shall not be entitled to assign this Agreement.

**33. English Version of this Agreement**

In the event-of any conflict in the interpretation of this Agreement and any translation of it in any language, the English version of this Agreement shall prevail.

**(B) SCHEDULE OF SERVICES**

**1. E-Debit Transactions & MEPS Cash Transactions**

All payments for purchase of goods and/or services effected by the use of the E-Debit application in the Bank Card and all fees, service charges, handling charges, additional charges and finance charges shall be debited to the Account and shall be reflected in the Statement unless the Customer is an E-Account holder, in which case the debit details can be obtained via Hong Leong Online or the Call Centre, or as may be advised by the Bank.

1.1 The Bank shall be entitled to treat:-

- a) any sales draft, transactions record, credit vouchers, cash disbursement draft, transaction receipt, receipt from the point of sales terminals and/or other charge record bearing the imprint or other reproduction of the embossed information contained on the Bank Card; and/or
- b) The Bank The Bank's record of cash withdrawals or of any other transaction effected by the use of the Bank Card including but not limited to transaction effected via mail order or via the telephone, as evidence of the debt properly incurred by the Customer to be debited to the Account, notwithstanding that any such document may not contain the signature of the Customer.

1.2 Such debts if incurred in a currency other than Ringgit Malaysia shall, before being debited on the Account, be converted into the Ringgit Malaysia at such rate of exchange as may be conclusively determined by the Bank as at the Posting Date.

1.3 The Customer agrees that the records of the Bank of any E-Debit and/or the receipt from the point of sales terminals of any MEPS CASH transaction effected by the use of the Bank Card shall be conclusive and binding on the Customer for all purposes.

1.4 The Customer agrees that the Bank shall not provide any statement or details or evidence of proof in whatsoever form on any MEPS CASH transaction effected by the use of the Bank Card. The Customer shall take full responsibilities and to ensure the accuracy of the transaction and payment details printed in the receipt from the point of sales terminals for all MEPS CASH transaction.

1.5 The Customer shall comply with all requirements, directions, instructions and guidelines for use of the Bank Card issued by the Bank from time to time in respect of all services rendered to the Customer.

- 1.6 The Bank shall not be responsible for the refusal of any merchant to honour or accept the Bank Card or for any defect or deficiency in the goods supplied to the Customer by any merchant. Any complaint by the Customer must be resolved directly with the merchant and no claim against the merchant may be setoff or counterclaim against the Bank. Furthermore the Customer will not withhold payment to the Bank on account of any such complaint or under any circumstances whatsoever. The Bank shall also not be held liable in any way for any injury to the credit, character or reputation of the Customer in and about the repossession of the Bank Card or any request for its return.

## **2. Provisions Applicable to E-Debit Transactions**

### **Minimum Value and Minimum Balance of E-Debit**

- 2.1 The Bank may set a minimum value per E-Debit transaction with respect to the use of the Bank Card. The Customer cannot use the Bank Card for any E-Debit transactions below the minimum value.
- 2.2 Notwithstanding any minimum value that may be prescribed, the Bank may in its absolute discretion approve any proposed transaction below the minimum value even in the absence of any consent and/or request from the Customer.
- 2.3 Notwithstanding any provisions herein contained, the Bank shall be entitled, from time to time and without any requirement for the agreement of the Customer, to vary at the discretion of the Bank the minimum value imposed on the E-Debit transaction with respect to the use of the Bank Card.
- 2.4 Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason or if the Customer fails to pay any charges, fees whatsoever payable under these Terms and Conditions, the Customer shall pay on demand such amount with interest, as may be prescribed by the Bank from time to time in its absolute discretion, on the amount overdrawn or unpaid, currently at the rate of 1.5% per month calculated on daily rests. All such sums inclusive of interest thereon shall be debited to the Account.

## **3. Hold on account**

- 3.1 The Bank may debit or place a hold on the Account for the amount of an E-Debit transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the E-Debit transaction, whichever is earlier. The balance available to the Customer for use in the Account shall be reduced by the amount on hold.
- 3.2 The Bank shall have absolute discretion to place such amounts as are referred to in sub clause 3.1 on hold for such periods as it deems fit. The Bank shall debit the amounts on hold to the Account when the corresponding E-Debit Transactions are presented to the Bank for payment. The Bank shall release the amounts on hold if the corresponding E-Debit Transactions are not presented to the Bank for payment within such periods as the Bank deems fit, it being expressly agreed that the Bank shall have the right to place a hold back on to the Account and to debit the Account if the E-Debit Transactions are likely to be or are presented for payment subsequently. For the avoidance of doubt, it is hereby stated that the Bank's right to debit the Account in respect of any E-Debit Transaction shall not be limited to the amount that was placed on hold in connection with that E-Debit Transaction and the Bank shall be entitled to debit the Account for the full amount of the E-Debit Transaction at any time. The Bank shall have the right to increase at any time the amount that it would hold in respect of any E-Debit Transaction which is denominated in a currency other than Ringgit Malaysia if the Bank is of the view that the

amount initially held when converted into that foreign currency would not be sufficient to pay that E-Debit Transaction in full.

- 3.3 The Bank will only credit the Account with refunds made by any Authorised Merchant or establishment in relation to any E-Debit Transaction after the Bank receives a properly issued credit voucher.

#### **4. Provision Applicable to MEPS Cash**

- 4.1 The Bank shall keep a record on the loading of monetary value into the MEPS CASH application done by the Customer through any ATM installed by the Bank and such record will be made available to Customer on payment of a service charge. However, should the Customer perform the loading of monetary value into the MEPS CASH at other loading devices or at any ATM belonging to any member of the MEPS Consortium other than the ATMs installed by the Bank, the Bank reserves the right of not to provide any record on the loading transaction to the Customer.
- 4.2 The Bank reserves the right to accept and act upon the reimbursement request of the Customer on the available balance in the MEPS CASH in the event the Bank Card or MEPS CASH Application in MyKad is damaged or surrendered by the Customer. The Bank's decision on the reimbursement of the available balance in MEPS CASH shall be deemed final and conclusive and binding on the Customer.
- 4.3 The Customer shall take full responsibilities of the Bank Card. If the Bank Card is damaged or lost or stolen, the Bank shall not be held liable for any monetary value loaded onto the Bank Card.
- 4.4 The Customer acknowledges that MEPS CASH transaction does not require any Security Codes to authenticate such transaction and/or the cardholder and the inherent risk thereof. The Customer shall take full responsibilities and to ensure and prevent unauthorized and fraudulent use of the Bank Card for any MEPS CASH transaction.
- 4.5 The Customer acknowledges that for purchase of goods and services by way of MEPS CASH transaction can only be carried out via point of sales terminals displaying the MEPS CASH logo at Authorized Merchant outlets only.

#### **(C) ATM CARD TRANSACTIONS**

1. The Customer may perform any of the transactions allowed on the ATM belonging to the Bank or to members of the MEPS Consortium.
2. All the terms and conditions herein shall apply in full force insofar as the transactions are performed at ATM of the MEPS Network wherever situated whether belonging to the Bank or to members of the MEPS Consortium.
3. **Availability of Service**

The ATM service shall be available during such hours as may be prescribed by the Bank and subject to any instructions or notification regarding the availability and use of the ATM Services issued from time to time by the Bank or any members of the MEPS Consortium where the ATM belongs to.

#### **4. Deposits**

- 4.1. The Customer shall ensure that cheques deposited in the ATM or any other cheque deposit machine are crossed. The cheques deposited shall be deemed to have been accepted for collection only after verification by two officers of the Bank of such deposit and of the Customer's title to such cheque(s) before the amount stated are deemed to be the amounts so deposited.
- 4.2. Current inter-branch transaction service charges shall apply where applicable.

#### **5. Transfers**

Any request for transfer of funds made through the ATM shall be deemed to be completed and final once the transaction has been successfully accepted. The account will be debited and the beneficiary's or the Customer's other account shall be credited simultaneously.

#### **6. Public Share Issue Application**

- 6.1. Subject always to the availability of sufficient funds in the Account, the Customer may perform a transaction to pay for the purchase of Public Share Issue Application provided always that the Bank shall have the right to:
  - a) Reject any transaction without assigning any reason for the same; and
  - b) Impose such charges in respect of such transaction(s) for the Public Share Issue application as the Bank deems fit from time to time.
- 6.2. The share issue application made through the ATM shall be subject to MIDF Consultancy and Corporate Sdn Bhd (MIDFCCS) and Malaysia Issuing House Sdn. Bhd. (MIH) regulations (for the time being in force including any amendments, variations and deletions thereof from time to time stipulated by MIDFCCS and/or MIH that the Customer shall be entitled to one transaction for every new public share issue application and that the application is made solely for the Customer's own share application and not otherwise.
- 6.3. In the event the application is unsuccessful, the Customer may claim a refund of money paid for the share application by presenting the transaction receipt duly endorsed together with the duly completed pay-in-slip and the passbook at any on-line branch of the Bank for the purpose of crediting the sum which has been debited from the Customer's account. Alternatively, the Customer may deposit the ATM transaction receipt into any of the ATM and upon verification by the Bank, the sum will be credited into the Account. All funds not claimed by the Customer will be credited to his respective Account (after the shares are listed). The Customer shall not hold the Bank liable for any losses or damages whatsoever incurred arising therefrom.
- 6.4. In the event the share application is allotted less than the total number of shares initially applied by the Customer, the refund of the excess portion of the sum will be made by MIDFCCS I MIH (subject always to MIDFCCS I MIH's regulations for the time being in force, including any amendments, variations or deletions thereof from time to time stipulated by MIDFCCS I MIH) directly to the Customer by way of cheque.
- 6.5. The Customer may present the transaction receipt duly endorsed together with the pay-in-slip at any on-line branch of the Bank to cancel the transaction before the shares are listed. The account can only be credited after the Bank is fully satisfied that no such claim on that account has been made before.

- 6.6. In the event the Customer's ATM transaction receipt is lost, the Customer shall immediately make a report in writing to the branch of the Bank where the account is maintained and furnish the Bank with an indemnity duly executed in the form provided by the Bank. Upon the Bank's receipt of the original stamped copy of the indemnity form and verification by the Bank that the ATM transaction slip has not been paid or cancelled, HL8 shall re-credit the sum into the Customer's account. If the Customer fails to report to the Bank promptly of such loss, the Bank shall be under no obligation to refund the amount and the Customer shall not hold the Bank liable for any losses or damages whatsoever incurred by the Customer as a result thereof.

**(D) PHONE BANKING SERVICES**

1. For accessing the Service through a telephone, the Customer requires a touchtone telephone.
2. For security reasons, the Customer is cautioned against using mobile phones or cordless phones as the telephone conversations through these types of telephones may be overheard. the Bank shall not be responsible for any breach in security or loss or damages suffered by the Customer from the use of the service through such telephones.
3. The Bank will provide the Customer with the requisite Security Codes for the Customer to access the Services through a touchtone telephone.

**4. Availability of Service**

The Phone Banking Services shall be available from 7.00 a.m. to 11.00 p.m. daily subject to any instructions or notification regarding the use of the Phone Banking Services issued from time to time by the Bank.

5. Instructions shall deemed to be received once transmitted through the Phone Banking Services. the Bank reserves the right not to accept or act on any instructions given through the Phone Banking Service, Any amendment, reversal or cancellation of any instructions will only be accepted at the discretion of the Bank.

**6. Recording**

The Bank shall be entitled to record all telephone instructions and conversations. All such recordings shall remain the property of the Bank and shall be conclusive evidence of the instructions given and shall be binding on the Customer. The Customer hereby agrees to the recordings,

**7. Messages**

The Bank may, if the Bank deems fit, from time to time telephone the Customer at his place of work or home or through his mobile phone and leave messages either with the person answering the call or on an answer phone, for the Customer to call back the Bank.

**8. Termination of Phone Banking Services by Customer**

- 8.1 In the event the Customer intends to terminate his Phone Banking Services, the Customer is required to give written notification of the same to the Bank addressed to the branch where the Bank Card was issued.

- 8.2 Notwithstanding such termination, the Customer shall be liable for all transactions performed through the Bank Card and Security Codes after such termination in the event there are any such transactions performed through the Bank Card and Security Codes.

**(E) INTERNET BANKING SERVICES**

1. For accessing the Service, the Customer requires a computer terminal with the related hardware and software that meets the minimum requirements specified by the Bank from time to time
2. For security reasons, the Customer is to ensure that he is logged in to the correct URL, that the correct Security Picture is displayed, that the equipment used will not allow recording of his activities and that the necessary anti-spyware and firewalls are installed.

**3. Availability of Services**

The Internet Banking Services shall be available from 12.00 a.m. to 11.00 p.m. daily subject to any notification regarding the use of the Services that may be issued by the Bank from time to time.

4. The Bank reserves the right to deactivate the Customer's account in the Hong Leong Online if the services have not been utilised for three (3) months or any other time period as may be determined by the Bank at its absolute discretion without any requirement for the agreement of the Customer.
5. The Bank may, in its absolute discretion and at any time, suspend or terminate the Customer's access to the Hong Leong Online or any part of the services without being obliged to provide any reason for the same without any requirement for the agreement of the Customer.

**6. Instructions**

All transactions carried out through the Security Codes, shall be deemed instructions and authorisations given by the Customer and the Bank shall be and is hereby authorised to rely upon and act in accordance with the instructions given without enquiry on its part as to the identity of the person giving such instructions or as to the authenticity of such instructions and that the Bank shall be in no way responsible for any misuse or unauthorized use of messages or instructions given to the Bank.

**(F) BILL PAYMENT SERVICES**

1. To make use of the Bill Payment Service through the Services, the Customer shall complete the prescribed form by listing the Payee Corporation(s) of his choice and hand the same to the Bank. The Customer may subsequently add to, amend or delete from his list any Payee Corporation(s) by completing another prescribed form.
2. The Customer's account will be debited immediately upon payment order being received by the Bank through the Bill Payment Service.
3. The Customer may use the Bill Payment Service to settle his outstanding bills with Payee Corporation(s) only. At no time shall the Customer make use of the Bill Payment Service to pay disconnection or reconnection fees or other charges levied by the Payee Corporation(s).

4. The Customer must settle his bills in full within the time period stipulated by the Payee Corporation(s). the Bank shall not be liable for any expense, loss or damage suffered by the Customer as a result of failure to comply this with this clause.
5. The Customer shall inform the Bank within fourteen (14) days if and when there are any changes in the Customer's reference or particulars with the Payee Corporation(s).
6. The Customer shall accept the Bank's record of transactions processed by the use of the Bill Payment Service as being conclusive and binding for all purposes whatsoever.
7. The Bank may from time to time with prior notice amend its list of Payee Corporation(s) or withdraw the Bill Payment Service in whole or in part and shall not be liable for any loss, damage or expense which may be suffered by the Customer as a result of such action by the Bank.

Hong Leong Bank Berhad (97141-X)  
Hong Leong Islamic Bank Berhad (686191-W)  
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