

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### TERMS AND CONDITIONS

The following set out the terms upon which Hong Leong Bank Berhad (“HLBB”)/Hong Leong Islamic Bank Berhad (“HLISB”) will provide HL Business Internet Banking to HLBB’s/HLISB’s business banking customers (“Terms and Conditions”).

**Please read and understand these Terms and Conditions.** By using and continuing to use the HL Business Internet Banking services, the Customer represents, warrants and undertakes that the Customer has read, understood and agrees to be bound by these Terms and Conditions and any additions or amendments as may be made thereto by HLBB/HLISB at any time and from time to time. If the Customer does not accept any or all of these Terms and Conditions, the Customer may terminate its subscription to HL Business Internet in accordance with Clause 12.3 and immediately discontinue all access of HL Business Internet.

These Terms and Conditions are also to be read together with the terms of use of the HLBB/HLISB Website (defined in Section 1.0 below) (“Conditions of Access”). These Terms and Conditions shall prevail to the extent of any conflict and discrepancy between these Terms and Conditions and the Conditions of Access.

#### (A) GENERAL TERMS AND CONDITIONS

##### 1. Definitions & Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the respective meanings unless the context otherwise requires: -

“ABC Policy”	means the HLBG Anti-Bribery and Corruption Policy which is available at the Website of HLBB or HLISB.
“Account(s)”	means banking account or accounts (which shall include, but is not limited to, savings accounts, current accounts, Wadiah accounts, Mudharabah accounts, virtual internet accounts but shall not include fixed deposit accounts), which the Customer have or may have with HLBB/HLISB that may be accessed through HL Business Internet Banking at any given time.
“Admin ID”	means the access identification issued by HLBB/HLISB to the Customer’s System Administrator(s) and System Authoriser(s), which, together with the Password, enables the Customer to access HL Business Internet Banking and to enable the Customer to create and/or assign Users.
“Affected Bank Customer”	means a Biller, Payer and other clients of a Participant whose Account has been erroneously debited or credited due to Erroneous or Fraudulent Payment Instructions caused by other Participants, Billers, Payers, other clients of a Participant or PayNet.
“Affected Biller”	means a Biller that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Billers, Payers, other clients of a Participant or PayNet.

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“Affected Participant”	means a Participant that received Erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Billers, Payers, other clients of a Participant or PayNet.
“Affiliates”	means in relation to an entity, any corporation that controls, is controlled by, or is under common control with, the entity.
“Anti-Bribery Laws”	means the Malaysian Anti-Corruption Commission Act 2009 as amended from time to time, and the rules and regulations issued thereunder, and any other applicable laws, statutes, regulations, rules and orders that relates to bribery or corruption.
“Appropriate Authority”	means any government or taxing authority.
“Authorised Person”	mean the person or persons authorised by the Customer (whether alone or jointly with any other person or persons) to operate the Account(s) and issue Instructions to HLBB/HLISB and use the Security Device (or Security Devices if more than one Authorised Person) on behalf of the Customer through HL Business Internet Banking or to execute any documents on behalf of the Customer and shall include such persons which the Customer may include or substitute from time to time.
“Bank”	means a financial institution that is licensed under the Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
“Bill”	means an itemised statement of money owed, or a request to pay, for purchase of goods, provision of services and/or any other business transaction.
“Biller”	means Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill Payments.
“Biller Bank”	means a Participant appointed by a Biller to facilitate the Biller’s collection of Bill Payments via JomPay.
“Biller Code”	means an alphanumeric code uniquely identifying either: - a Biller; or - a Biller’s product or service category for purposes of routing Payments to the Biller.
“Business ID”	means the unique identification number issued by HLBB/HLISB to the Customer, which, together with the Password shall be used to gain access to HL Business Internet Banking.

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“Business Day”	means a day which HLBB/HLISB is open for business in Kuala Lumpur.
“Common ID”	means a unique identification of a Customer which links all DuitNow IDs registered by the Customer such as the Customer’s business registration number, NRIC, army number, or police number, or for non-Malaysians, passport number.
“Customer”	mean a party who maintains an Account with HLBB/HLISB and is registered with HLBB/HLISB for HL Business Internet Banking, which expression shall include its Authorised Persons and successors-in-title.
“DuitNow”	means a service which allows customers to initiate and receive instant credit transfers using a beneficiary’s account number or DuitNow ID.
“DuitNow ID”	means an identifier of an account holder such as a mobile number, NRIC, passport number, army number or police number (in the case of an individual) or business registration number (in the case of a corporate customer) or any other identifiers as may be introduced by the DuitNow Operator from time to time.
“DuitNow Operator” or “NAD Operator”	means Payments Network Malaysia Sdn Bhd.
“e-Token”	means an electronic token application installed on the Customer’s User’s mobile devices for login and transaction authentication purposes.
“End User(s)”	means any one or more of the Customer’s authorised servants, employees and/or agents which the Customer has grouped under a Business ID and has been assigned a User ID by the Customer to access to HL Business internet Banking for and on behalf of the Customer.
“Erroneous Payment Instruction”	means 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, DuitNow ID 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, DuitNow Operator or NAD Operator that results in incorrect or duplicated Payment Instructions; and</li><li>- Mistaken Payment Instruction which is directed to the wrong Billers/Payers/DuitNow ID, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.</li></ul>
“Fraudulent Payment Instruction”	means 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

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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/DuitNow recipient.

“FPX”	means the secure online payment gateway system managed by PayNet, that allows Customers who maintain an Internet banking account with any of the financial institutions participating in FPX (“Participating FI”) to make real time online payments, by using the Customers’ existing current or savings account, between different Participating FIs, subject to relevant terms and conditions.
“Hong Leong Business Internet Banking” or “HL Business Internet Banking”	means the internet/ electronic banking facilities and/or services provided by HLBB/HLISB (which may include cash management services, collection services and Trade Services) for business banking customers including “HL Connect Biz”, “HL ConnectFirst” and such other services which may be known by any other name, as may be added, withdrawn, varied or replaced by HLBB/HLISB at any time or from time to time which enable the Customer to perform banking services through the internet.
“HLBB/HLISB Whistleblowing Policy”	means the HLBB/HLISB Whistleblowing Policy or such policies and/or procedures by whatever name called in relation to whistleblowing as may be amended from time to time, setting out HLBB’s/HLISB’s commitment to good business ethics and integrity, pursuant to which employees of HLBB and HLISB, as well as persons providing services to, or having a business relationship with HLBB or HLISB, are required to raise any concerns about any improper conduct or wrongful act that may adversely impact HLBB/HLISB, including but not limited to: <ul style="list-style-type: none"><li>(a) any criminal offences, including fraud, corruption, bribery and blackmail;</li><li>(b) any failure to comply with legal or regulatory obligations; and</li><li>(c) any concerns about malpractice.</li></ul>
“HLBG”	means HLBB and/or its subsidiaries.
“IBG”	refers to Interbank GIRO, an inter bank fund transfer system integrated with PAYMENTS NETWORK MALAYSIA SDN BHD (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd)(Company No. 836743-D) that facilitates payments and collections via the exchange of digitized Transactions between banks.
“Instructions”	means any application, authorization, instruction, mandate or request issued by the Customer to HLBB/HLISB to carry out any one or more of HL Business Internet Banking services initiated through HL Business Internet Banking Services.

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“Malware”	means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
“Mistaken Payment Instruction”	means 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: a) are directed to the wrong Customers; b) contain incorrect Recipient Reference Numbers; c) carry the wrong amount; or d) are duplicated.
“Mobile Network Service Provider”	means any of the registered mobile network service providers providing mobile phone services.
“National Addressing Database (NAD)”	means a central addressing database established by the NAD Operator that links a bank account or an e-money account to a recipient’s DuitNow ID and facilitates payment to be made to a recipient by referencing the recipient’s DuitNow ID.
“NAD Name enquiry”	means a service which returns the name of the owner who has registered its DuitNow ID in NAD.
“Network Service Provider”	means any internet service provider or commercial online service provider providing connection to the Internet.
“Personal Data”	means personal data as defined under the Personal Data Protection Act 2012.
“Privacy Notice”	HLBB/HLISB’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLBB / HLISB. These policies and principles may be amended from time to time and is made available at the HLBB / HLISB Websites respectively.
“Participant”	A Bank that is a member of the Scheme.
“Password(s)”	means (a) a unique string of alphanumeric characters issued by HLBB to the Customer via PIN Mailer to gain access to HL Business Internet Banking; and/or (b) a unique string of alphanumeric characters chosen by the User, which are known only to the respective User which HLBB/HLISB will authenticate together with the User ID and/or the Business ID to gain access to the HL Business Internet Banking.
“Payer”	means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government

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“Payer Bank”	agencies, statutory bodies, societies and other Bank customers that make payments to Billers using the Scheme. A Participant in the Scheme who offers services that allow Payers to initiate Payment Instructions.
“Payment Date”	mean the date the Customer Account is debited for payments effected by the Customer.
“Payment Instruction” or “Payment” or “Pay”	an order from a Payer to its Payer Bank directing the Payer Bank to: a) draw funds from the Payer’s bank account; and b) transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.
“PayNet”	means PAYMENTS NETWORK MALAYSIA SDN BHD (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd)(Company No. 836743-D), a wholly-owned subsidiary of BNM and incorporated in October 2008 in Malaysia, who has been appointed by BNM, to amongst others, act as agent for BNM in carrying out BNM’s functions as a central securities and depository and paying agent under PayNet’s rules and procedures.
“Physical Token”	mean a physical token device issued by HLBB/HLISB to the Customer for login and transaction authentication purposes.
“PIN Mailer”	means the document containing the Password to access to HL Business Internet Banking issued by HLBB/ HLISB to the customer.
“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.
“Related Business Account(s)”	means any and all accounts that any of the Customer’s Affiliate maintains with HLBB/HLISB and for which HL Business Internet Banking Services are provided to such Customer’s Affiliate. The Related Business Account(s) may be handled from time to time by the Customer by prior written notice to HLBB/HLISB provided that HLBB/HLISB has received the written authorisation of the relevant Customer’s Affiliate in accordance with the constitution of the Customer’s Affiliate and all other relevant supporting documents required by HLBB/HLISB.
“RENTAS”	means Real-Time Electronic Transfer of Funds and Securities System (RENTAS) provides multi currency real time gross settlement of interbank funds transfer integrated with PayNet.
“Reversal”	means a transaction that:

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- 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).

“RRN”	means Recipient Reference Number.
“Scheme”	a service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
“Scheme Operator” or “SO”	The owner and the operator of the JomPAY Scheme.
“Service”	shall refer to the relevant HL Business Internet Banking service as the context may require.
“Security Device”	means the Physical Token or eToken.
“Security Codes”	means the security credentials used to identify you when you access and utilise HL Business Internet Banking, which includes the Admin ID, Business ID, User ID, Passwords, codes generated by the Security Device or such other devices approved by HLBB/HLISB and any other security codes that HLBB/HLISB may issue/implement from time to time with prior notice to the Customer.
“System Administrator(s)”	means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system administrator to perform system and User maintenance within HL Business Internet Banking.
“System Authorizer(s)”	means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system authorizer to approve the system and User maintenance within HL Business Internet Banking.
“Tax”	means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature that is imposed by any Appropriate Authority, including, without limitation, other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

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“Trade Services”	refers to the services made available online via HL Business Internet Banking for trade products, facilities and transactions that are tailored to meet financial requirements for either domestic or international trade-related activities. These services will include but are not restricted to Trade Inquiry and Trade Transactions. The Bank may add or remove any service in its absolute discretion at any time and from time to time.
“Transactions”	means the transactions made available through HL Business Internet Banking which includes but is not limited to funds transfer, IBG, RENTAS, foreign telegraphic transfer, Trade Services and such other transactions as offered by HLBB/HLISB at any time and from time to time.
“Unauthorised Payment Instruction”	means 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.
“Unrecoverable Loss”	means 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.
“User”	means System Administrator, System Authorizer and / or any End User(s) of the Customer duly authorised by the System Administrator and/or System Authoriser and who has been assigned a User ID by the Customer to access HL Business Internet Banking.
“User ID”	means a unique name made up of a string of alphanumeric characters issued by HLBB/HLISB to the User, which must be keyed in by the User together with the Security Codes and Business ID in order to gain access to HL Business Internet Banking.
“User Guide”	means the guide or guides issued by HLBB/ HLISB to the Customer containing operating instructions for access to HL Business Internet Banking and the services made available through HL Business Internet Banking and shall include any amendments, variations and other user guides as may be issued by HLBB/ HLISB from time to time.
“Website”	means HLBB’s / HLISB’s website at <a href="http://www.hlb.com.my">http://www.hlb.com.my</a> / <a href="http://www.hlisb.com.my">www.hlisb.com.my</a> .



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### 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" or "Authorised Person", 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) In this Agreement, words referring to the singular include the plural and vice versa, and words referring to the masculine gender include the feminine and neuter genders.

## 2. Use of HL Business Internet Banking

2.1 HL Business Internet Banking is provided to the Customer on these Terms and Conditions and the applicable terms and conditions for the Account(s). If there is any inconsistency between the terms and conditions for the Account(s) and these Terms and Conditions, these Terms and Conditions published shall prevail with respect to HL Business Internet Banking to the extent of such inconsistency.

2.2 HLBB/HLISB reserves the right to amend, add to or delete any or all of these Terms and Conditions and/or vary or terminate all or any part of or the scope of the banking services provided through HL Business Internet Banking at any time at its absolute discretion with prior notice to the Customer (unless stated otherwise herein). The continued use of HL Business Internet Banking shall be deemed as acceptance and receipt by the Customer of the changes in these Terms and Conditions save for those changes or variations that require express consent and acceptance by the Customer.

2.3 Notwithstanding clause 2.2 above, the Customer acknowledges that HLBB/HLISB has the right to:

- (a) change, restrict, vary, suspend or modify the DuitNow terms and conditions in Clause 23 hereof, and such charges for the use of the DuitNow service at any time, with thirty (30) calendar days' prior notice to the Customer. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow service after such notification, the Customer shall be deemed to have agreed to and accepted such revisions as aforementioned.
- (b) change, vary or modify any or all of the terms and conditions governing the NAD service in Clause 23 hereof with thirty (30) days prior notice to the Customer and the Customer agrees to be bound by such terms as cancelled, revised or modified.

2.4 Where HLBB/HLISB offers new or additional banking services to the Customer through HL Business Internet Banking, it shall provide prior written notice to the Customer and may prescribe such additional terms and conditions (if any). The Customer's acceptance in the manner prescribed by HLBB/HLISB and continued use of HL Business Internet Banking shall indicate that the Customer agrees with these Terms and Conditions as amended by such additional terms and conditions (if any) as may be prescribed by HLBB/HLISB from time to time.

## 3. Customer's Responsibilities

Security Details

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3.1 The Customer agrees to take and shall procure that each User shall take all precautions to safeguard the Physical Token, mobile device used to access the e-Token and Security Codes. The Customer shall also prevent any unauthorized or fraudulent use of HL Business Internet Banking using measures including but not limited to the following:-

- (a) to keep the Security Codes secret at all times and not disclose the Security Codes or cause the Security Codes to be disclosed to any third party;
- (b) that the equipment from which the User accesses and/or uses HL Business Internet Banking will not allow recording of the User's activities and that the necessary anti-spyware and firewalls are installed;
- (c) that the User is always logged in to the correct URL (<http://www.hlb.com.my> / [www.hlisb.com.my](http://www.hlisb.com.my));
- (d) that the User is not to utilise HL Business Internet Banking through Internet cafes or any public places offering Internet services;
- (e) to the changing of the Password(s) on a periodical basis or when requested to by HLBB/HLISB from time to time;
- (f) that the Security Codes should not be written down in any form or manner which may be deciphered by anyone. Any advice sent by HLBB/HLISB to you containing any Security Codes must be destroyed immediately after you have received and read them;
- (g) to inform HLBB/HLISB immediately if there is any suspicion that any Security Codes has been disclosed to a third party and/or if the Token or mobile device used to access the e-Token is lost or misplaced by the Customer, to enable HLBB/HLISB to prevent fraudulent or unauthorized use of HL Business Internet Banking;
- (h) to ensure that the Customer is properly logged off at the end of each session or not leave the computer terminal is unattended;
- (i) that the Security Device and Security Codes are issued solely for the Customer or its User(s)' use and shall not be transferred, pledged or otherwise used as security in any form nor shall the Customer or its User(s) part with the use of the same to any other person;
- (j) remove access rights and notify the HLBB/HLISB immediately of any actual or suspected impropriety on the part of any User in connection with the Services or where a User is no longer authorised to use the System due to leaving employment or otherwise;
- (k) shall NOT register any third party(ies)'s biometrics in the User's mobile device registered with the HLBB/HLISB eToken, as it will be recognised by the mobile device as your biometrics. By doing that, such third party(s) will be able to access the eToken application. HLBB/HLISB shall not be held responsible for such access or any losses or damages incurred by the Customer and/or its User as a result of such third-party access.

3.2 The Parties agree that the Security Device and Security Codes, issued to the Customer or its User(s) shall remain the property of HLBB/HLISB. Upon termination of HL Business Internet Banking, the Security Device and Security Codes shall be rendered immediately unusable.

3.3 The Customer shall immediately inform HLBB/HLISB in writing:

- (a) if the Customer knows or suspects that any Physical Token and/or the mobile device used to access the e-Token is lost or if the Security Codes is exposed to any third party, in which event the Customer shall immediately request for a new Physical Token or in the case of an e-Token, reset their pin and/or Security Codes or change the Security Codes, as the case may be, to protect the Customer's own interest; or
- (b) if the Customer becomes aware or suspects that there is unauthorized access and/or use to HL Business Internet Banking;
- (c) if the Security Device is faulty or is not working for any reason; or
- (d) upon receipt of any data or information which is not intended for the Customer.

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The Customer acknowledges that HLBB/HLISB shall not be held responsible or liable for any loss or damages suffered due to any unauthorised transactions carried out through the use of Security Codes due to your failure to report a breach or suspected compromise of security immediately upon discovery of such breach or compromise, unless it is due to HLBB/HLISB's gross negligence or wilful default.

3.4 HLBB/HLISB shall at its discretion be entitled to deactivate or revoke the use of any Security Device and/or Security Codes at any time with notice to the Customer and/or the User. HLBB/HLISB may in its absolute discretion re-activate or re-issue any Security Device and/or Security Codes in order for the Customer to resume its access and/or use of HL Business Internet Banking. All costs and charges incurred by HLBB/HLISB in issuing, re-activating or re-issuing any Security Device and/or Security Codes shall be borne by the Customer if the deactivation or revocation is caused by the breach of any of the Terms and Conditions by the Customer, and may, as HLBB/HLISB deems fit, be automatically debited from the Account(s) designated by the Customer.

The Customer must follow any other security rules prescribed by HLBB/HLISB whether in the Website, under any other agreement with HLBB/HLISB, or otherwise notified to the Customer by HLBB/HLISB in any other way.

### User Guide

3.5 The Customer agrees that the Customer is to read and understand the User Guide before attempting to use HL Business Internet Banking.

## 4. Operation of HL Business Internet Banking

### Access and/or use to HL Business Internet Banking

4.1 Upon approval by HLBB/HLISB of the Customer's application for the HL Business Internet Banking Service, the Customer will be issued with a Security Device and/or Security Codes upon payment of a fee prescribed by HLBB/HLISB in accordance with Clause 6 of these Terms and Conditions.

4.2 The Customer shall use the relevant Security Codes provided by HLBB /HLISB to sign on to HL Business Internet Banking in accordance with the prescribed HLBB/HLISB procedures in the User Guide. Through the appointment of System Administrator and System Authorizer, as well as the creation of the End User(s) by System Administrator and System Authorizer, the Customer authorizes the Users to act for and on behalf of the Customer for the purposes set forth under or pursuant to these Terms and Conditions. The Customer shall ensure that all User(s) comply with all of the Customer's obligation under these Term and Conditions and the Customer shall be liable for and bound by the User(s)' failure, neglect or omission to comply with such obligations.

### Service Availability

4.3 HLBB/HLISB makes no warranty that HL Business Internet Banking (or any part thereof) provided under the Website will be available at the time stated on the Website. HLBB/HLISB reserves the right to vary the availability of HL Business Internet Banking and any banking services at any time with prior notice to the Customer.

4.4 In the event of any failure or disruption in HL Business Internet Banking (or any part thereof), the Customer may still carry out the e-Payment transaction / Trade Services by way of other service delivery channel (Eg: Branch submission) offered by HLBB/HLISB.

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4.5 In the event that Customer elects to proceed with any Transactions or issue any Instructions via HLBB/HLISB's other service delivery channel, the Customer shall ensure that it has taken reasonable steps to ensure that proper security and procedures are maintained at the Customer's end as to the generation and transmission of any information relating to such Instruction or Transaction, and if such information is transmitted to HLBB/HLISB electronically, to ensure that such information is not tampered with and is encrypted prior to forwarding it to HLBB/HLISB. HLBB/HLISB shall not be liable for any unauthorized changes or tampering of the information supplied in relation to any Transaction or Instruction, unless it is due to HLBB/HLISB's gross negligence or wilful default.

### Uploading of Files to HL Business Internet Banking

4.6 The Customer shall take all proper and reasonable steps to ensure that any files or documents supplied to HLBB/HLISB through HL Business Internet Banking is not damaged, defective and/or will not malfunction. HLBB/HLISB shall reserve the right to reject any Transaction if the relevant files or documents supplied through HL Business Internet Banking does not conform to the standard format as specified by HLBB/HLISB from time to time.

### Limits on Accounts' Balance

4.7 HLBB/HLISB shall be entitled to require the Customer to maintain a minimum balance in any Account as may be informed by HLBB/HLISB to the Customer from time to time and at any one time, failing which HLBB/HLISB may impose a penalty, suspend or terminate the Customer's utilisation of HL Business Internet Banking by providing prior notice the Customer.

### Sufficiency of Funds

4.8 The Customer shall ensure that sufficient funds are maintained in the Account(s) or Related Business Account(s) for the purpose of making payments through the use of HL Business Internet Banking at least one (1) Business Day before the date of submission of the Instruction(s). HLBB/HLISB shall not be obliged to carry out any Instruction unless and until the Account(s) or the Related Business Account(s) have sufficient funds to transfer or pay the relevant amount(s) and applicable service fees or charges, commissions and other charges. HLBB/HLISB shall not be liable for any loss, damages, claims and costs suffered or incurred by the Customer nor any of its third party recipients for not being able to proceed and carry out any Instruction received due to insufficient funds in the Account(s) and Related Business Account(s).

4.9 The Customer acknowledges that it shall be responsible to ensure that all its Account(s) and Related Business Account(s) have sufficient funds for payments to be effected.

### Limits

4.10 HLBB/HLISB may from time to time, impose or revise limits on the transfer, payment and number of Transactions executed at any one time, by giving prior written notice to the Customer.

## 5. Instructions

### Effect of Instructions

5.1 All Instruction(s) shall be effected using the Security Codes in accordance with HLBB/HLISB procedures and any applicable laws from time to time. HLBB/HLISB may treat such Instructions received by HLBB/HLISB as instructions properly authorised by the Customer, and HLBB/HLISB shall be under no obligation to check the identity of the persons giving or appearing to be giving them, nor will HLBB / HLISB will not be responsible in ensuring the authenticity of the Instruction, authenticity of the person giving the Instructions or for unauthorised Instructions given.

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- 5.2 Any Instructions transmitted or received by HLBB / HLISB after the relevant cut-off processing time on any Business Day will be treated as given and processed on the next Business Day. The cut-off time for processing Instructions is stated on the Website and transactions may be varied by HLBB / HLISB from time to time after giving prior notice to you.
- 5.3 The Customer acknowledges that certain Instructions may only be processed after the Customer has submitted and HLBB/HLISB has received the original signed copy of the Instructions, and Customer shall be notified as such requirement.
- 5.4 The Customer is responsible for the authenticity, accuracy and completeness of the Instructions and ensuring that the Instructions are transmitted correctly. HLBB/HLISB shall not be liable for any loss or delay where the Instructions are inaccurate and incomplete.
- 5.5 HLBB/HLISB reserves the right not to comply with the Customer's Instructions if they are inconsistent with HLBB's/HLISB's policy or rules and regulations in force for the time being.
- 5.6 All Instruction(s) effected (whether authorised or not) through the User(s) of the Security Codes shall be binding on the Customer once transmitted to HLBB/HLISB, notwithstanding any error, fraud or forgery and the Customer agrees that HLBB/HLISB shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of any or all such Instructions effected.
- 5.7 The Bank shall not be responsible for any losses or damages arising from not carrying out the Instruction received by the Bank from the Customer whether relating to the Account(s) and Related Business Account(s) (where applicable) if the Instructions are transmitted or received after the cut-off time.

### Instruction Processing

- 5.8 HLBB/HLISB will process the Instruction and any information relating to such Instruction submitted based on the Payment Date.
- 5.9 Transaction will also be transmitted to PayNet or other clearing houses on the relevant cut-off time.
- 5.10 The Customer shall ensure that all information provided in the Instruction are accurate and correct. The crediting to beneficiary's account will be based on the information provided and the applicable validation rules of respective clearing houses.

### Instructions Cancellation

- 5.11 No cancellation of Instruction is allowed for Employees' Provident Fund ("EPF") contribution payment and Social Security Organisation ("SOCSO") contribution payment and HLBB/HLISB shall not be held liable to any claim arising from affecting the Customer's Instructions in relation to the aforementioned payments.
- 5.12 It is the Customer's responsibility to deal directly with EPF and SOCSO for any cancellation or refund required for the EPF contribution payment and SOCSO contribution payment submitted through the HL Business Internet Banking Service.
- 5.13 Where the Customer requires any amendment, cancellation or revocation on an Instructions for payment other than EPF Contribution payments and SOCSO contribution payments, the

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

Customer shall provide to HLBB/HLISB a subsequent Instruction or an authorization letter to amend, cancel or revoke an Instruction. Any such amendment, cancellation or revocation must be done before the relevant cut off processing time, and shall be subject to Clause 5.15 herein.

- 5.14 If the Customer is required by HLBB/HLISB to amend or vary any information in an Instruction, any such amendment or variation is to be forwarded to HLBB/HLISB before the relevant processing cut off time.
- 5.15 HLBB/HLISB may, with prior notice to the Customer, impose a instruction-change fee (which sum shall be decided by HLBB/HLISB in its absolute discretion) for any amendment, revocation, cancellation or variation of Instructions as contemplated in this Clause 5 herein and the Customer hereby agrees to pay HLBB/HLISB the same and further authorises HLBB/HLISB to debit such fee from the relevant Account(s) or Related Business Account(s).
- 5.16 Notwithstanding anything in this Agreement and for the avoidance of doubt, HLBB/HLISB shall act on the cancellation or amendment of Instruction on a best effort basis and provided payment has not been initiated or processed, HLBB/HLISB shall not be held liable for any loss, damage and/or costs incurred or suffered by the Customer due to HLBB/HLISB being unable to cancel, revoke, vary or amend the Instruction, unless it is due to HLBB/HLISB's gross negligence and wilful default.

### Discrepancies

- 5.17 The Customer is responsible to regularly check and carefully monitor the Accounts or Related Business Account and check the balances each time prior to and after issuing any Instructions to HLBB / HLISB. The Customer shall immediately inform HLBB / HLISB of any inaccuracy or irregularity in any of your Accounts or Related Business Account.
- 5.18 The Customer hereby agrees that unless the Customer notifies HLBB /HLISB of any discrepancies by the Business Day immediately following the issuance of an Instruction, the entries in the report and status of inquiry of Transactions shall be deemed correct, final and conclusive and binding on all parties as evidence of a Transactions effected by the Customer.
- 5.19 HLBB/HLISB shall not be liable to the Customer for any loss and damage suffered by the Customer arising from or in connection with the Customer's failure or delay to notify HLBB /HLISB of any discrepancies in accordance with Clause 5.18 above.

### Notification to HLBB/HLISB

- 5.20 It shall be the Customer's responsibility to notify HLBB/HLISB immediately:
- (a) Upon receipt of incomplete, garbled or inaccurate data or information from HLBB/HLISB of any and all Instructions, Transactions or other use under HL Business Internet Banking; or
  - (b) Upon becoming aware, or where the Customer suspects or has any reason to believe that any Instruction(s) sent by the Customer has not been received by HLBB/HLISB or is unauthentic, incorrect, incomplete or inaccurate including without limitation any mistaken, fraudulent or unauthorised payments from or to the Account(s) and/or Related Business Account(s).
- 5.21 HLBB/HLISB is under no obligation to process any Instruction (or part thereof) received and may reject or delay processing of the same without any liability whatsoever accruing to HLBB/HLISB, including without limitation in the following events:

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (a) the Instructions appear to HLBB/HLISB to be unauthentic, incorrect, inaccurate, incomplete, garbled or corrupted;
- (b) the Account(s) or Related Business Account(s) to which the Instructions related is frozen, closed or suspended or the Customer has entered an incomplete, incorrect or invalid account number;
- (c) HLBB/HLISB knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed; and/or
- (d) The Customer has not complied with these Terms and Conditions, any or all of HLBB/HLISB procedures or requirements set forth or any notice sent by HLBB/HLISB to the Customer from time to time.

5.22 Without limiting the generality of the foregoing, HLBB/HLISB shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of the following:-

- (a) any unauthorised Instructions or Transactions effected using the Security Codes;
- (b) HLBB/HLISB refusal to act upon any Instruction(s) given to HLBB/HLISB pursuant to Clause 5.7 above;
- (c) HLBB/HLISB effecting Instruction(s) without verifying the authenticity, correctness, accuracy and/or completeness of such Instruction(s), although HLBB/HLISB is entitled at its sole discretion to seek such confirmation from the Customer; and/or
- (d) the Customer's non-observance of any of the terms and conditions herein.

### 6. Service Fees, Commissions and Charges

6.1 The Customer hereby agrees that HLBB/HLISB shall be entitled to impose and the Customer agrees to pay, service fees or charges, commissions and other charges for:

- (a) Subscription to HL Business Internet Banking by the Customer;
- (b) the reissuance of Security Device at the request of the Customer; and
- (c) the services conducted through HL Business Internet Banking by the Customer.

The general fees and charges payable for the HL Business Internet Banking Services are available at the Website, which can be amended from time to time with prior notice to you.

6.2 For the purposes of collecting such fees, commissions and charges, the Customer hereby authorizes HLBB/HLISB to debit the Account(s) designated by the Customer in the relevant HL Business Internet Banking application form. The Customer understands that any suspension and termination by HLBB/HLISB of HL Business Internet Banking at any time does not entitle the Customer to any refund of any such fees, commissions and charges.

### 7. Government Taxes and/or statutory/regulatory imposed charges, fees etc.

7.1 The service fees, commissions, charges and/or all other monies to be paid by the Customer to HLBB/HLISB under this Agreement, including any amount representing reimbursements to be paid by the Customer to HLBB/HLISB is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

7.2 In the event the Customer is required by law to make any deduction or withholding from the services fees, commissions, charges and/or all other monies payable to HLBB/HLISB under these Terms and Conditions in respect of any Tax or otherwise, the sum payable by the Customer in respect of which the deduction or withholding is required shall be increased so that the net

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

handling fee and/or the net amount of monies received by HLBB/HLISB is equal to that which HLBB/HLISB would otherwise have received had no deduction or withholding been required or made.

- 7.3 The Customer shall in addition to the service fees, commissions, charges and/or all other monies payable, pay to HLBB/HLISB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLBB/HLISB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Customer directly to any Appropriate Authority, which the Customer shall remit directly to the Appropriate Authority.
- 7.4 If at any time an adjustment is made or required to be made between HLBB/HLISB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these Terms and Conditions by HLBB/HLISB, a corresponding adjustment may at HLBB/HLISB's discretion be made as between HLBB/HLISB and the Customer and in such event, any payment necessary to give effect to the adjustment shall be made.
- 7.5 All Tax as shall be payable by the Customer to HLBB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLBB/HLISB.
- 7.6 The Customer hereby agrees to do all things reasonably requested by HLBB/HLISB to assist HLBB/HLISB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these Terms and Condition, the Customer agrees to provide its fullest cooperation to HLBB/HLISB in assisting HLBB/HLISB in complying with its obligations under the relevant laws.
- 7.7 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these Terms and Conditions has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

### **8. Computer Terminals and Computer Network Access**

- 8.1 The Customer is solely responsible:
- (a) to ensure that the computer terminal or any other devices used by the Customer to access HL Business Internet Banking, as well as the related software and hardware meet the minimum requirements specified by HLBB/HLISB from time to time; and
  - (b) for the installation, maintenance and security of the Customer's computer terminal or any other devices accessing HL Business Internet, related software (including the internet browser software) and hardware used to access HL Business Internet Banking, and HLBB/HLISB shall not be responsible for any loss, damage or expense incurred by the Customer or any third party from any delay, failure, disruption, malfunction or intrusion to the above.
- 8.2 The Customer understands that access to HLBB/HLISB's Website and HL Business Internet Banking through a Network Service Provider will be subject to the terms and conditions and fees and charges of the Network Service Provider for which the Customer shall be solely liable.
- 8.3 HLBB/HLISB does not warrant the security and confidentiality of the Instructions and other information transmitted through the Network Service Provider or any equivalent system in any



## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

jurisdiction via HL Business Internet Banking and HLBB/HLISB shall not be liable for any unauthorized access, theft of information or any loss or damage arising therefore. In addition thereto, the Customer accepts and agrees that HLBB/HLISB shall not be liable for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any relevant Network Service Provider.

### 9. Intellectual Property Rights

9.1 The Customer hereby agrees that all the property rights (including trademarks, copyright, moral rights, patent and design rights) shall at all times be owned exclusively by HLBB/HLISB or the relevant third party vendor, advertiser, affiliate or any other third person, where applicable.

9.2 The Customer shall not reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, disseminate, communicate, display, modify, edit, alter, hyper link or use in whole or in part in any manner whatsoever, the intellectual property rights belonging to HLBB/HLISB or of HLBB/HLISB's related companies or such other relevant third party, without HLBB/HLISB's prior express written consent or that of the relevant third party vendor, advertiser, affiliate, or other third person, where applicable, to the same. Further thereto, the Customer shall not insert any hyperlink in the HLBB/HLISB Website or in HL Business Internet Banking or "mirror" or frame the same or any portion thereof on any other Website(s) or servers.

### 10. Liabilities of the Parties

10.1 By using HL Business Internet Banking, the Customer acknowledges and agrees: -

- (a) to accept all the inherent risks associated with carrying out Transactions through the Internet; and
- (b) that HLBB/HLISB and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to HL Business Internet Banking, including but not limited to merchantability and fitness for a particular purpose. No oral or written information or advice given by HLBB/HLISB, its Affiliates and their respective personnel, employees or agents shall create or enhance the scope of this warranty.

10.2 The Customer shall be responsible and liable, without any limit, for the following:-

- (a) any loss or damages suffered for all unauthorized Transactions carried out through the use of the Security Codes until such time when HLBB/HLISB has received written notification of the same from the Customer;
- (b) any loss or damages suffered and all risk arising, in the event the Customer do not terminate HL Business Internet Banking in accordance with the relevant procedures set out by HLBB/HLISB for the use of HL Business Internet Banking;
- (c) any loss or damage suffered by HLBB/HLISB as a result of the Customer's breach of or failure to comply with any of these Terms and Conditions.

10.3

- (a) Without prejudice to any other provisions contained herein, HLBB/HLISB shall not be liable to the Customer or any third party for any loss (whether direct or indirect) of profits or business or goodwill or for any indirect or consequential loss or damage whatsoever or howsoever arising from the use of HL Business Internet Banking and/or the JomPAY Bill Payment Facility via HL Business Internet Banking even if HLBB/HLISB has been advised of the possibility of such loss or damage or claim by any third party.
- (b) Subject to the provisions herein, HLBB/HLISB's sole and entire liability to the Customer in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

- (c) Each provision of this Clause 10.3 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Accounts or HL Business Internet Banking.

10.4 Without limiting the generality of Clause 10.3, except for damages arising directly from the wilful default or gross negligence on the part of HLBB/HLISB, HLBB/HLISB shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer or any third party by reason or arising from :-

- (a) the Customer's failure to provide accurate, complete and timely Instructions issued to HLBB/HLISB;
- (b) the Customer's failure to comply with these Terms and Conditions;
- (c) the Customer's inability to perform any of the Transactions due to limits set by HLBB/HLISB from time to time;
- (d) any error, alteration, destruction of the Instructions, data or information to or from HLBB/HLISB through HL Business Internet Banking and the Internet; or
- (e) any intrusion or attack by any person or party on any hardware, software or system used in relation to HL Business Internet Banking or on the Internet, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable HL Business Internet Banking or any part thereof; or
- (f) any restriction or prohibition on the use of HL Business Internet Banking by any laws or regulations of any country from where the Customer accesses HL Business Internet Banking; or
- (g) in the event HLBB/HLISB is unable to perform any operations or to provide any of the services on HL Business Internet Banking due to any reason beyond HLBB/HLISB's control including but not limited to:
- i. fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God;
  - ii. accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war;
  - iii. any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network Service Provider, Mobile Network Service Provider; or
  - iv. order of any government department, agency, other constituted body or any regulatory authority.

10.5 In relation to DuitNow and NAD services, Customer acknowledge and agree that, unless expressly prohibited by mandatory laws, HLBB/HLISB and the DuitNow Operator shall not be liable to Customer or any third party for any direct, indirect or consequential losses, liabilities, costs, damages, claims, actions or proceedings of any kind whatsoever in respect to any matter of whatsoever nature in connection with the DuitNow service offered by HLBB/HLISB arising from:

- (a) Customer negligence, misconduct or breach of any of these terms and conditions;
- (b) Any erroneous and or mistaken transfer of funds by Customer, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
- (c) The suspension, termination or discontinuance of the DuitNow Service.

## 11. Indemnity

## **TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING**

- 11.1 The Customer undertakes to indemnify HLBB/HLISB fully and completely and against all claims, demands, actions, 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 HLBB/HLISB in connection with or in any manner arising out of the Customer's use of HL Business Internet Banking or the acceptance of any Instructions given by the Customer or breach by the Customer of any of these Terms and Conditions, including the Customer's failure to protect the Security Codes or failure to use HL Business Internet Banking in accordance with the security rules prescribed by HLBB/HLISB including installing appropriate firewalls, anti-virus and anti-spyware.

The Customer shall indemnify, defend and hold HLBB/HLISB, NAD Operator and the DuitNow Operator harmless from and against any loss or damage suffered due to any claim, demand, or action brought against HLBB/HLISB, NAD operator and/or DuitNow Operator resulting from the Customer's negligent and/or fraudulent act.

- 11.2 This Clause 11 shall survive the termination of the Customer's use of and access to HL Business Internet Banking.

### **12. Suspensions or Termination of HL Business Internet Banking**

- 12.1 HLBB/HLISB may, in its absolute discretion at any time and with prior notice, suspend or terminate the Customer's access to HL Business Internet Banking or any part thereof or invalidate any or all of the Security Codes and to refuse the replacement of the Security Codes.

- 12.2 Without prejudice to Clause 12.1 above, HLBB / HLISB reserves the right to take any steps it deems fit including the right to temporarily suspend the Customer's access to HL Business Banking or any part thereof or invalidate any or all of the Security Codes until further verification if HLBB/HLISB detects potential unauthorised access or if HLBB/HLISB is notified as such pursuant to Clause 3.3. HLBB / HLISB will inform you of such suspension or invalidation as soon as practicable, subject to legal and/or regulatory restrictions. The Customer and the User may be issued with a new Security Device and Security Codes once further is carried out.

- 12.3 Without limiting the generality of the foregoing, HLBB/HLISB will automatically terminate the Customer right of access to HL Business Internet Banking should the Customer cease to maintain any Account(s) with HLBB/HLISB which can be accessed through HL Business Internet Banking or where the Account(s) is/are dormant or if the relevant Account(s) is suspended, restricted or prohibited by HLBB/HLISB or any third party for any reason.

- 12.4 The Customer may terminate its subscription to HL Business Internet Banking by giving HLBB/HLISB thirty (30) days written notice. The termination will not be effective until the Customer's notice is duly received and acknowledged by HLBB/HLISB.

- 12.5 Clause 9, 10, 11, 12, 13, 14, 16, 17 and 18 shall survive the termination of this Agreement.

### **13. Severability and Waiver**

- 13.1 If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under 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 these Terms and Conditions.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- 13.2 HLBB's/HLISB's acceptance of any of the Instructions or processing of any of the Instructions issued or any waiver by HLBB/HLISB of any of its rights or any indulgence granted to the Customer shall not operate as consent to the modification of any part of these Terms and Conditions or operate to prevent HLBB/HLISB from enforcing any of its rights under these Terms and Conditions or the rules and regulations or terms and conditions for the relevant banking services and access to HL Business Internet Banking.

### 14. Notices

- 14.1 Any notices required to be given by HLBB/HLISB to the Customer under these Terms and Conditions may be given in any of the following manner: -
- (a) by electronic mail to the Customer's last known e-mail address in HLBB's/HLISB records and such notices shall be deemed to be received by the Customer after 24 hours from transmission; or
  - (b) by facsimile to the Customer's last known facsimile number in HLBB's/HLISB records and such notices shall be deemed to have been received by the Customer upon completion of the transmission as evidenced by a fax confirmation slip ; or
  - (c) by ordinary post or registered post or courier sent to or left at the Customer's last address registered with HLBB/HLISB and shall be deemed received by the Customer after five (5) Business Days from date of posting if sent by ordinary or registered post and after two (2) Business Days from date of posting if sent by courier; or
  - (d) by hand delivery, which shall be deemed received by the Customer upon written acknowledgement of receipt by an officer or other duly authorised employee or representative of the Customer; or
  - (e) by displaying the notices at HLBB's/HLISB's branch premises and such notices shall be deemed effective upon such display; or
  - (f) by posting the notice or communication at the Website or in the HL Business Internet Banking webpage, which (if not otherwise stated in the notice or communication) shall be effective and deemed received by the Customer on the date of publication of the notice; or
  - (g) by way of advertisement or general notice in at least one major national newspaper and the notice shall be deemed to be effective from the date of publication or the date specified in the notice, as the case may be; or
  - (h) by Short Messaging System (SMS) to your last known mobile phone number in HLBB/HLISB's records, and shall be deemed to be received within 24 hours from transmission.

- 14.2 If you wish to send any notices (except Instructions) to HLBB/HLISB pursuant to this Terms and Conditions, it may be given in any of the following manner: -
- (a) through HL Business Internet Banking to HLBB/HLISB and such notices shall only be deemed to have been received by HLBB/HLISB when confirmation of such notices is given by HLBB/HLISB via electronic mail or in writing; or
  - (b) by ordinary post or registered post or courier sent to or left at the branch where the Account(s) is maintained and such notices shall be deemed to have been received by HLBB/HLISB within seven (7) Business Days from date of posting if sent by registered or ordinary post or within two (2) Business Days from date of posting if sent by courier.

### 15. Disclosure

The Customer hereby agrees that:

- (a) HLBB's/HLISB's rights to the Customer information and disclosure will be in accordance with HLBB's/HLISB's Privacy Notice;

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (b) HLBB/HLISB must use the Customer's transactional information as is necessary to process payment(s);
- (c) When the Customer uses the JomPAY Bill Payment Facility/DuitNow service to make payment(s) or uses NAD service to register Customer's DuitNow ID to NAD Operator or for the purpose of NAD Registration to NAD Operator, HLBB/HLISB may disclose the Customer's personal data (if applicable) and/or the personal data of the Customer's authorised representatives, to the Scheme Operator, Billers, Biller Banks, NAD Operator, DuitNow participants, and other Payer Banks;
- (d) The Customer shall notify HLBB/HLISB if any of the Customer's and/or the Customer's authorised representatives' personal information is inaccurate, changes and the Customer consents that the updated personal information is disclosed to all Participants in the JomPAY Bill Payment Facility/DuitNow service/NAD service for the purpose of Clause 15(c) above; and
- (e) That if the Customer's personal data and/or the personal data of the Customer's authorised representatives is not disclosed to the parties specified in Clause 15 (c) and (d) above, it will not be possible to process the Customer's requested payment(s) or use the JomPAY Bill Payment Facility/DuitNow service/NAD service.

For the purposes of disclosure as contemplated in this Clause 15, the Customer hereby represents and warrants on a continuing basis that the Customer has obtained the consent of its authorised representatives for the processing of their personal data in the manner contemplated herein.

### 16. Reconstruction of HL Business Internet Banking

The Terms and Conditions 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 HLBB/HLISB or by any company by which the business of HLBB/HLISB may for the time being be carried on and shall be available to the company carrying on the business for the time being and the Customer agrees that no such changes shall affect the obligations and liabilities created hereunder in relation to any transaction whatsoever, whether past, present or future.

### 17. Governing Law and Jurisdiction

17.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Customer hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia. HLBB/HLISB may at its sole discretion elect to submit and the service of any legal process may be affected in courts of such other competent jurisdiction.

17.2 The use of HL Business Internet Banking is subject to the following:

- (a) the prevailing requirements on international and domestic transactions prescribed by the Financial Services Act 2013, which is currently the Foreign Exchange Notices ("FEN") issued by Bank Negara Malaysia. The FEN is available at Bank Negara Malaysia's website at <https://www.bnm.gov.my>;
- (b) any fiscal or exchange control requirements in force for the time being in the country where the transaction is effected or requested; and
- (c) the laws and regulations of Malaysia as well as the country where the transaction is effected or requested.

### 18. Enquiries & Dispute Resolution

18.1 Disputes, complaints, report of exposure or theft of any of the Security Codes or for assistance in relation to HL Business Internet Banking are to be directed to:-

Client Services

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Transaction Banking  
Business & Corporate Banking  
Level 10, Menara Hong Leong  
No 6 Jalan Damanlela, Bukit Damansara  
50490 Kuala Lumpur, Malaysia.  
Telephone No: 603 7661 7777  
Fax No: 03 – 2081 8934  
Email Address: cmp@hlbb.hongleong.com.my

- 18.2 In the event the Customer wishes to report an unauthorised transaction effected on the Customer's Account, the Customer is required to provide HLBB/HLISB with the following information in relation to the disputed transaction in order for HLBB/HLISB to investigate the matter further:
- (a) the Customer's name;
  - (b) details of the Account affected by the disputed transaction;
  - (c) date of the disputed transaction;
  - (d) amount of the disputed transaction; and
  - (e) the reason(s) why the Customer believes that the transaction is unauthorised or is a disputed transaction.

### 19. Unauthorised/Fraudulent Instructions and Security Breaches

- 19.1 HLBB/HLISB shall not be responsible for any fraudulent or unauthorised instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer in the event that:-
- (a) the Customer has acted fraudulently;
  - (b) the Customer has failed to carry out the following obligations:-
    - i. to safeguard the Customer's sensitive personal banking information such as the Customer's Security Codes, by disclosing or allowing such information to be disclosed, verbally or in writing to a third party;
    - ii. to take responsible preventive steps to update and protect the Customer's personal computer(s), smart phone, tablet and other electronic devices to ensure that they are Malware/virus free;
    - iii. to take responsible steps to ensure that the User have the authority to access and use the functionality of the HL Business Internet Banking, the Customer changes the Password, check the Customer's banking information and balances periodically and to keep sensitive banking information, Security Codes and Security Devices secure at all times;
    - iv. to report a breach or a suspected compromise of security as soon as possible regardless of the Customer's location after becoming aware of the breach or loss, either verbally or in writing to HLBB/HLISB (as set out in Clause 18.1 herein) or any of HLBB's/HLISB's branches;
    - v. to furnish HLBB/HLISB with an official Malaysian police report as soon as possible after reporting the breach of security to HLBB/HLISB; and/or
    - vi. to provide HLBB/HLISB with all the information required in relation to a disputed transaction and as set out in Clause 18.2 herein.
- 19.2 HLBB/HLISB reserves the right to institute legal action and/or any other proceedings HLBB/HLISB deems necessary including lodging such reports as appropriate or necessary with the relevant regulatory authorities, against Customers who delay, obstruct and/or withhold vital information from HLBB/HLISB, making or attempting to make false claims in respect of

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

any transaction, publish false claims on traditional or social media, and/or lodge false police reports with respect to any transaction.

### 20. Anti-Bribery, Anti-Corruption and Whistleblowing Undertakings

20.1 The Customer hereby acknowledges that HLBB/HLISB practices a zero-tolerance position towards any form of bribery and corruption in line with its ABC Policy.

20.2 The Customer hereby acknowledge and undertake as follows:

- (a) that it has read and understood the ABC Policy;
- (b) that it shall, and shall cause its Authorized Persons or agents, to comply with the ABC Policy and Anti-Bribery Laws; and
- (c) to notify HLBB/HLISB of any non-compliance or attempted non-compliance with the ABC Policy and/or Anti-Bribery Laws by any employee of HLBG or persons associated with HLBG by reporting the same through the HLBB/HLISB Whistleblowing Policy.

### 21. Miscellaneous

21.1 If any provision of these Terms and Conditions (or part thereof) is held to be unenforceable, illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms and Conditions, such provision (or part thereof) shall be fully severable and these Terms and Conditions shall be construed as if such unenforceable, illegal or invalid provision had never comprised a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the unenforceable, illegal or invalid provision or by its severance from these Terms and Conditions.

21.2 HLBB/HLISB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving the Customer prior notice which shall be effective upon the date specified by HLBB/HLISB in such notice. In the event the Customer is not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, the Customer may terminate its subscription to HL Business Internet in accordance with Clause 12.3 and immediately discontinue all access of HL Business Internet. The Customer's continued access and/or use of the relevant HL Business Internet Banking Service shall be deemed as the Customer's agreement and binding acceptance of the same.

21.3 Failure or delay by either party to insist in any instance on strict conformance by the other to any term of these Terms and Conditions or failure or delay by either party to act in the event of a breach shall not be construed as a consent to or waiver of any subsequent breach of the same or of any other term contained in these Terms and Conditions. A waiver is only effective if it is made in writing.

21.4 The Customer acknowledges and agrees that HLBB/HLISB may subcontract to third parties (including HLBB/HLISB's subsidiaries or related companies), the provision of HL Business Internet Banking (or any part thereof) and any matters relating thereto. HLBB/HLISB will remain responsible for the obligations performed by any of its subcontractors to the same extent as if such obligations were performed by HLBB/HLISB's employees. The Customer agrees that all its Instructions, covenants, representations, warranties, obligations, consents, acknowledgements, authorization and agreements made under and pursuant to these Terms and Conditions shall remain effective, valid and binding on the Customer notwithstanding that

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

HLBB/HLISB's subcontractor provides HL Business Internet Banking (or any part thereof) on behalf of HLBB/HLISB.

### 22. JomPAY Bill Payment Facility

HLBB/HLISB is a registered Participant under the Scheme. In the event HLBB/HLISB ceases or is no longer a Participant Bank, HLBB/HLISB shall notify the Customer through HLBB's/HLISB's website or in any other manner as HLBB/HLISB deems fit.

The following terms and conditions will apply when the Customer uses the JomPAY services via HL Business Internet Banking to make payments and purchases to Participating Billers within Malaysia which are registered under the Scheme. For the purposes of this Clause 22, the term "Customer" shall mean Billers, Payers and other clients of a Participant.

#### 22.1 Payments

22.1.1 The following information must be provided to HLBB/HLISB by the Customer when making payment via the JomPAY Bill Payment Facility:

- (a) Biller Code;
- (b) Ref-1;
- (c) Ref-2 (if stated in Payer's Bill) (optional);
- (d) Contact Number (optional);
- (e) Payment Date;
- (f) Amount; and
- (g) Account from which payment is to be debited.

22.1.2 HLBB/HLISB will then debit the account specified by the Customer with the amount of the Payment Instruction to the Participating Biller.

22.1.3 The Customer hereby acknowledges that HLBB/HLISB is not obliged to effect a payment if the Customer does not give HLBB/HLISB all information required or if any of the information given is inaccurate.

22.1.4 HLBB/HLISB will not accept orders to stop Payment Instructions once the Customer has instructed HLBB/HLISB to make the Payment Instructions except when:

- (a) HLBB/HLISB has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
- (b) The Payment Instructions are future dated payments that HLBB/HLISB have not transmitted to IBG.

22.1.5 HLBB/HLISB will process all Payment Instructions in accordance with the following timelines:

- (a) Payment made before 17:00 on a Business Day will be processed within the same day.
- (b) Payment made after 17:00 on a Business Day will be processed the next Business Day.
- (c) Payment made on a public holiday or on a non-Business Day or after the relevant payment cut-off time on a Business Day will be processed the next Business Day.

22.1.6 The Customer should notify HLBB/HLISB immediately if the Customer becomes aware that the Customer has have made a mistake (except for underpayment) when instructing HLBB/HLISB to make a payment, OR if the Customer did not authorise a payment that has been made from the Customer's account. Any recovery of funds for such payments shall be made in accordance with the terms set out in Clause 22.3 herein.

22.1.7 In the event of an underpayment, the Customer can make another Payment for the difference in the said amounts.



## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

22.1.8 HLBB / HLISB will notify you of the status of the JomPAY Payment Instructions including the reasons of rejected or failed "Payer-not-present" Payment Instructions. However, the Customer have the option not to receive these notifications upon request.

22.1.9 For avoidance of doubt, no refunds will be made through JomPAY for disputes that the Customer may have with the Biller in relation to any goods or services provided by the Biller, whether in respect of fitness for purpose or quality of the goods and services and the Customer is to resolve all such disputes or complaints with the Biller directly.

### 22.2 Payment Cut-Off Time

22.2.1 If the Customer gives 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 the Payer gives Payment Instructions after the Payment Cut-Off Time or on a day which is not a Business Day, in which event the Biller is deemed to have received Payment on the next Business Day.

22.2.2 The Payment Cut-Off Time shall be made available to the Customer at HLBB's website at [www.hlb.com.my](http://www.hlb.com.my) and HLISB's website at [www.hlisb.com.my](http://www.hlisb.com.my).

### 22.3 Recovery of Funds and Liability for Payments

22.3.1 HLBB/HLISB will rectify Mistaken Payment Instructions made by the Customer according to these Terms and Conditions provided the following conditions are satisfied:

- (a) the Customer immediately informs HLBB/HLISB that the Customer becomes aware of any delays or mistakes in processing Payment(s); and
- (b) HLBB/HLISB is satisfied that a Mistaken Payment Instruction has occurred.

22.3.2 Subject to Clause 22.3.1, HLBB/HLISB will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by the Customer, in the way described in this clause:

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

22.3.3 Any request for recovery of funds made on the Customer's behalf for Mistaken Payments mentioned in Clause 22.3.2 or Erroneous Payments shall be processed in accordance with Clause 22.4 herein. Subject to Clause 22.4, HLBB/HLISB will work with the Affected Participant to request and recover the funds on the Customer's behalf.

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

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

22.3.5 HLBB/HLISB is entitled to debit the Customer's account (for recovery of funds), in the event HLBB/HLISB did not debit the Customer's account after Payment Instruction has been properly and successfully executed.

22.3.6 Subject to Clause 22.4 herein (for requests of funds made by Payer Bank), HLBB/HLISB is entitled to debit the Customer's account for funds credited into the Customer's account due to the following payments made by persons other than the Customer:

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

### 22.4 Erroneous Payment Instruction/Mistaken Payment Instruction

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

(a) Recovery of funds wrongly credited to an 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, HLBB/HLISB shall proceed with the recovery of funds and remit the funds into the Customer's account within one (1) Business Days, if the following conditions are met:

- i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
- ii. There is sufficient balance in the affected account; and
- iii. There is no evidence that the Affected Bank Customer is entitled to the funds in question.

(b) Recovery of funds wrongly credited to an 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, HLBB/HLISB shall proceed with the recovery of funds and remit the funds into the Customer's account within fifteen (15) Business Days, if the following conditions are met:

- i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
- ii. There is sufficient balance in the Affected Bank Customer's account; and
- iii. There is no evidence that the Affected Bank Customer is entitled to the funds in question.

(c) Recovery of funds wrongly credited to an 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, HLBB/HLISB shall proceed with the recovery of funds and remit the funds into the Customer's account within fifteen (15) Business Days, if the following conditions are met:

- i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
- ii. There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
- iii. The Affected Bank Customer has given its consent for HLBB/HLISB to debit his account.

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

(a) Subject to Clause 22.4.3 (b), if the request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLBB/HLISB shall

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proceed with the recovery of funds and remit the funds into the Customer's account within one (1) Business Day:

- i. If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
  - ii. The funds have been credited to the Affected Biller's account;
  - iii. The Affected Biller has not acted on RTN;
  - iv. The RTN has not been delivered to the Affected Biller;
  - v. There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
  - vi. The Affected Participant shall give written notification to the Affected Biller before debiting its account.
- (b) 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.
- (c) Recovery of funds wrongly credited to an 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 22.4.1 (b) herein.
- (d) Recovery of funds wrongly credited to an 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 22.4.1 (c) herein.

22.4.3 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.

22.4.4 The Customer acknowledges 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 or whole satisfaction of any underlying debt owed between the Customer and that Biller.

### 22.5 **Unauthorised Payment Instruction and Fraudulent Payment Instruction**

22.5.1 HLBB/HLISB shall upon receiving a report from the Customer, alleging that an Unauthorised Payment Instruction was made, or upon becoming aware of any Unauthorised Payment Instruction originating from HLBB/HLISB, remit the funds into the Customer account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- (a) HLBB/HLISB shall conduct an investigation and determine within fourteen (14) Business Days, if the Unauthorised Payment Instruction did occur;
- (b) If HLBB/HLISB is satisfied that the Unauthorised Payment Instruction did indeed occur, HLBB/HLISB shall initiate a Reversal process whereby all debits posted to the Customer's Account arising from the Unauthorised Payment Instruction would be reversed; and
- (c) The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

22.5.2 For Fraudulent Payment Instruction, HLBB/HLISB shall upon receiving report from the Customer alleging that a Fraudulent Payment Instruction was made, or becoming aware of any Fraudulent Payment Instruction originating from HLBB/HLISB, remit the funds into the

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

Customer's account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- (a) HLBB/HLISB shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
- (b) If HLBB/HLISB is satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days have lapsed, HLBB/HLISB shall initiate a Reversal process whereby all debits posted to the Customer's Account arising from the Fraudulent Payment Instruction would be reversed; and
- (c) The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

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

22.5.4 The Customer shall indemnify HLBB/HLISB against any loss or damage suffered due to any claim, demand or action brought against HLBB/HLISB arising directly or indirectly from negligent and fraudulent acts performed by the Customer.

### 22.6 Payment Queries

22.6.1 HLBB/HLISB shall, in good faith, attempt to settle all payment queries or disputes with the Customer arising in connection with the JomPAY Bill Payment Facility amicably by mutual agreement.

22.6.2 In the case of a dispute or conflict, the Customer is entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Ombudsman Bureau.

22.6.3 The Customer also has the right to lodge a complaint with the Scheme Operator if there are allegations of HLBB/HLISB's non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:

- (a) Determination whether there has been non-compliance;
- (b) Stipulating remedies for Participants to correct or address the non-compliances; and
- (c) Determination if penalties are applicable for the non-compliance.

22.6.4 All decisions rendered by the Scheme Operator in response to complaints from the Customer shall be binding on HLBB/HLISB.

### 22.7 Suspension

22.7.1 HLBB/HLISB may suspend the Customer's right to use the Scheme at any time in the circumstances specified in Clause 12 of these Terms and Conditions.

### 22.8 Biller Cannot Process Payment

22.8.1 If HLBB/HLISB is informed that payment by the Customer cannot be processed by a Biller, HLBB/HLISB will:

- (a) inform the Customer about this; and
- (b) credit the Customer's Account with the amount of the payment.

### 22.9 Account Records

22.9.1 The Customer must check the Customer's Account and immediately report to HLBB/HLISB as soon as the Customer is aware of any errors or of any payment(s) that the Customer did not

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

authorise or the Customer thinks were made by someone else without the Customer's permission.

### 22.10 Inconsistency

22.10.1 In the event of any inconsistency between the Terms and Conditions and this Clause 22, the provisions of this Clause 22 shall prevail to the extent of such inconsistency.

### 23. DuitNow and NAD Services

DuitNow and NAD are an industry wide initiative governed and operated by DuitNow Operator. HLBB/HLISB is a registered Participant under the DuitNow and NAD Services. In the event HLBB/HLISB ceases or is no longer a Participant Bank, HLBB/HLISB shall notify the Customer through HLBB's/HLISB's website or in any other manner as HLBB/HLISB deems fit.

#### 23.1 DuitNow Services

23.1.1 If Customer wishes to send funds via DuitNow, Customer must first initiate a payment by entering the recipient's DuitNow ID in HL Business Internet Banking.

23.1.2 HLBB/HLISB will perform a NAD Name Enquiry to verify the recipient's registration of its DuitNow ID in NAD and if the recipient is registered, HL Business Internet Banking will display the name of such registered DuitNow ID recipient.

23.1.3 Customer is responsible for the correct entry of the recipient's DuitNow ID and ensures that the recipient's name displayed is the intended recipient of the funds prior to confirming the DuitNow transaction.

23.1.4 HLBB/HLISB will notify Customer on the status of each successful, failed or rejected DuitNow transaction via any of HLBB/HLISB available communication channels chosen by Customer.

23.1.5 Customer acknowledges and agree that HLBB/HLISB shall have no duty to and shall not be required to take any steps to verify or seek any other confirmation from any party as to whether such registered recipient is the intended recipient, and HLBB/HLISB shall not be liable for transferring the funds to such registered recipient even if such person is not the intended Recipient.

23.1.6 Pursuant to Clause 23.1.3 above, Customer agrees that once a DuitNow transaction has been confirmed, it will be deemed irrevocable and Customer will not be able to cancel, stop or perform any changes to that DuitNow transaction.

#### 23.2 Multiple NAD Name Enquiry

23.2.1 Customer are advised not to submit multiple NAD Name Enquiry without a confirmed DuitNow transaction.

23.2.2 Without prejudice to any of HLBB/HLISB rights and remedies, HLBB/HLISB reserve the right to terminate or suspend Customer access to and use of the DuitNow service where HLBB/HLISB consider in HLBB/HLISB's sole discretion that inappropriate, fraudulent or suspicious use is being made of the DuitNow service, such as where multiple NAD Name Inquiry are submitted without a confirmed DuitNow transaction. Customer are advised to contact HLBB/HLISB should Customer encounter any issues relating to the foregoing.

#### 23.3 Recovery of Funds

23.3.1 HLBB/HLISB will rectify Mistaken Payment Instruction made by the Customer according to these terms and conditions provided the following conditions are satisfied:

- (a) the Customer immediately informs HLBB/HLISB that the Customer becomes aware of any delays or mistakes in processing Payment(s); and

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- (b) HLBB/HLISB is satisfied that a Mistaken Payment Instruction has occurred.
- 23.3.2 Subject to Clause 23.3.1, HLBB/HLISB will attempt to rectify any such matters in relation to Mistaken Payment Instruction made by the Customer, in the way described in this clause:
- (a) for misdirected payments, duplicated payments or incorrect DuitNow ID, HLBB/HLISB shall submit a request to recover funds from the recipient's bank that received the erroneous funds;
  - (b) for payment that is not completed or failed at HLBB/HLISB's end, HLBB/HLISB shall credit back the amount of the failed payment upon HLBB/HLISB's satisfaction that the Payment Instruction failed and was not duly processed at HLBB/HLISB's end;
  - (c) for payment that is not completed or failed at the NAD Operator's end or the recipient Bank's end, HLBB/HLISB shall credit back the amount of the failed payment into the Customer's account before initiating a recovery of funds request.
- 23.3.3 Any request for recovery of funds made on the Customer's behalf for Mistaken Payment Instruction mentioned in Clause 23.3.2 or Erroneous Payment Instructions shall be processed in accordance with Clause 23.4 herein. Subject to Clause 23.4, HLBB/HLISB will work with the Affected Participant to request and recover the funds on the Customer's behalf.
- 23.3.4 All enquiries or complaints raised by the Customer regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 4 pm on a Business Day would be deemed received before 12 pm of the next Business Day.
- 23.3.5 HLBB/HLISB is entitled to debit the Customer's account (for recovery of funds), in the event HLBB/HLISB did not debit the Customer's account after Payment Instruction has been properly and successfully executed.
- 23.3.6 Subject to Clause 23.4 herein (for requests of funds made by Payer Bank), HLBB/HLISB is entitled to debit the Customer's account for funds credited into the Customer's account due to the following payments made by persons other than the Customer:
- (a) Mistaken Payment Instruction;
  - (b) Erroneous Payment Instruction;
  - (c) Unauthorised Payment Instruction; and
  - (d) Fraudulent Payment Instruction.
- 23.4 Erroneous Payment Instruction/Mistaken Payment Instruction
- 23.4.1 Customer may request for recovery of the funds within ten (10) business days from the date the Erroneous Payment Instruction was made and HLBB/HLISB will work with the Affected Participant in the following manner:-
- (a) If the recipient's Participant is fully satisfied that funds were erroneously credited to the recipient's account, HLBB/HLISB will return the said funds to Customer within five (5) Business Day;
  - (b) If the recipient's Participant is not fully satisfied that funds were erroneously credited to the recipient's account, the recipient's Participant shall contact and obtain consent of the recipient.
    - (i) If the consent is obtained from recipient, recipient's Participant shall debit recipient's account and remit the funds to HLBB/HLISB and HLBB/HLISB will return the said funds to Customer within five (5) Business Day.
    - (ii) If consent is not obtained from recipient, recipient's Participant shall request the recipient's substantiate ownership of the funds within ten (10) Business Days. If

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recipient failed to substantiate ownership within ten (10) Business Days, recipient's Participant shall debit recipient's account and remit the funds to HLBB/HLISB and HLBB/HLISB will return the said funds to Customer within five (5) Business Day.

23.4.2 Customer may request for recovery of funds within eleven (11) Business Days and seven (7) months from the date the Erroneous Payment Instruction report was made to HLBB/HLISB and HLBB/HLISB will work with the affected recipient's Participant in the following manner:-

- (a) The recipient's Participant is fully satisfied that funds were erroneously credited to the recipient's account, the recipient's Participant shall notify the recipient in writing regarding the fund recovery request due to Mistaken/Erroneous Payment Instruction and would recover the fund through debiting the recipient's account within ten (10) Business Days of the notification unless the recipient provide reasonable evidence to substantiate ownership of the funds in question;
- (b) If recipient's Participant is not fully satisfied that funds were erroneously credited to the recipient's account, the recipient's Participant shall contact and obtain the consent of the recipient before debiting the recipient's account to recover the fund.
- (c) If consent is given by recipient or recipient is unable to substantiate ownership within ten (10) Business Days, the funds would be debited from recipient's account and the recipient's Participant shall remit the funds back to HLBB/HLISB and HLBB/HLISB will return the said funds to Customer within five (5) Business Days, for a total permissible funds recovery period of fifteen (15) Business Day.

23.4.3 Customer may requests to recover funds after (7) months from the date of the Erroneous Payment Instruction was made to HLBB/HLISB and HLBB/HLISB will work with the affected recipient's Participant in the following manner:-:

- (a) The Recipient's Participant is fully satisfied that funds were erroneously credited to the affected recipient;
- (b) The Recipient's Participant shall obtain from the Recipient the decision whether to grant consent within ten (10) Business Days; and
- (c) Once consent is obtained, the Recipient's Participant shall debit the Recipient's account and remit the funds back to Customer within one (1) Business Day.

### 23.5 Unauthorised Payment Instruction or Fraudulent Payment Instruction

23.5.1 For DuitNow transactions which were not authorised by Customer or which are fraudulent, HLBB/HLISB will, upon receiving a report from Customer alleging that an Unauthorised Payment Instruction or Fraudulent Payment Instruction was made, remit the funds back to Customer provided the following conditions are met:

- (a) HLBB/HLISB shall conduct an investigation and determine within fourteen (14) Calendar Days, if the Unauthorised or Fraudulent Payment Instruction did occur;
- (b) If HLBB/HLISB are satisfied that the Unauthorised Payment Instruction or Fraudulent Payment Instruction did indeed occur and was not caused by Customer, HLBB/HLISB shall initiate a reversal process whereby all debit posted to Customer account arising from the Unauthorised or Fraudulent Payment Instruction would be reversed.

### 23.6 The NAD Service

23.6.1 The NAD service allows Customer to link an Account that Customer have with HLBB/HLISB to Customer's Business Registration Number (known as, "DuitNow ID").

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23.6.2 By linking Customer's DuitNow ID to Customer Account, Customer have the option of receiving incoming funds via DuitNow or any other payment services that address payments using Customer's DuitNow ID.

23.6.3 When Customer registers Customer's DuitNow ID in NAD, Customer will also provide HLBB/HLISB with Customer's which will be linked to Customer Account with Customer's registered DuitNow ID. Customer's Common ID will be used by other NAD participating banks for the purpose of identifying Customer, as part of facilitating the DuitNow service.

23.6.4 Customer may link more than one of Customer's DuitNow ID to the same Account. However, Customer may not link a particular DuitNow ID to multiple Accounts.

23.7 Modification, Suspension and Deregistration of Customer's DuitNow ID

23.7.1 Customer may update or change Customer's DuitNow ID that is linked to Customer Account via the channels made available to Customer via HL Business Internet Banking.

23.7.2 Customer understand and agree that Customer's DuitNow ID that is linked to Customer Account may be suspended or deregistered by Customer or by HLBB/HLISB, due to the following circumstances:

- (a) Customer wish to transfer Customer's existing DuitNow ID to another Account in another bank;
- (b) Customer have changed/updated your DuitNow ID;
- (c) Customer have closed Customer's Account that is linked to your DuitNow ID;
- (d) Customer's Account have been dormant for six (6) months of inactivity; or
- (e) Upon investigation, HLBB/HLISB find out that Customer or Customer's DuitNow ID is potentially involved in any fraudulent activity(s).

23.7.3 Customer will receive a confirmation of modification or suspension or de-registration from HLBB/HLISB as soon as the modification or suspension or de-registration is confirmed in accordance with Clause 14. The Customer represents and warrants that:

- (a) the Customer is duly authorized to execute and deliver the documents and agreements required under these terms and conditions on behalf of the Customer, to register the Customer for the services contemplated hereunder and that it has taken all necessary action to authorize such execution, delivery and performance; and
- (b) the execution, delivery and performance of these terms and conditions hereunder does not and will not violate any law, ordinance, charter, by-law and rule applicable to it or any agreement by which it is bound or by which any of its assets are affected.

### **(B) SPECIFIC TERMS AND CONDITIONS OF HL CONNECTFIRST SERVICES**

The following sets out certain terms, conditions and definitions that will apply to services that may be made available in HL ConnectFirst ("Specific Terms and Conditions"). In the event of any conflict or inconsistency between the Specific Terms and Conditions and the General Terms and Conditions, these Specific Terms and Conditions shall prevail.

#### **24 Hong Leong e-Fixed Deposit (FD) Account**

The Hong Leong e-Fixed Deposit Account ("eFD Account") is a fixed deposit account which allows account creation, placements and withdrawals to be performed online via HL ConnectFirst.

#### **24.3 ELIGIBILITY**



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24.3.1 The eFD Account is only available for Customers who are holders of a Hong Leong Conventional Current or Savings Account ("CASA") and who have registered for HL ConnectFirst. The eFD Account is not available for joint Saving Accounts.

### 24.4 ACCOUNT OPENING

24.4.1 An eFD Account can only be created by a Customer via HL ConnectFirst and the eFD Account will be linked to the CASA from which the first online fixed deposit ("eFD") placement is made ("Designated CASA").

24.4.2 Multiple placements of eFD into the eFD Account are allowed. However, placements can only be made via HL ConnectFirst between 7.00 a.m. and 11.00 p.m., seven (7) days a week, or during such hours as stipulated by HLB at HL ConnectFirst.

24.4.3 Placement of each eFD must be made for a period of between one (1) month to twelve (12) months or any other period and at such rate of interest to be determined by HLBB from time to time.

24.4.4 The Customer shall place a minimum deposit of Ringgit Malaysia Five Thousand (RM5,000) for eFD with tenure of one (1) month or Ringgit Malaysia Five Hundred (RM500) for eFD with tenures of two (2) months or more for each eFD placement.

24.4.5 The maximum deposit amount per transaction is Ringgit Malaysia Two Hundred and Fifty Thousand (RM250,000). For placement via FPX transfer, the maximum deposit amount per transaction is Ringgit Malaysia Thirty Thousand (RM30,000) or the Customer's individual Internet Banking limit maintained with the relevant bank, whichever is lower.

24.4.6 The effective date of the eFD will be immediate i.e. on the same day if successfully placed via HL ConnectFirst.

24.4.7 No fixed deposit receipt will be issued. Upon successful placement, the HL ConnectFirst Transaction Receipt will be generated which will contain details of the placement transaction. Transactions in the eFD Account will also be reflected in the statement of account for the Designated CASA.

24.4.8 All eFDs shall NOT be used as collateral to secure any credit facility granted to the Customer or any other third (3rd) party.

24.4.9 Interest earned on the eFD shall either be credited into the Source CASA and / or Designated CASA on a monthly basis or added to the eFD principal sum upon maturity, as selected by the Customer upon placement of the eFD.

24.4.10 In the event the eFD is uplifted prior to maturity, the following rules of Association of Banks in Malaysia ("ABM") shall apply:

- (a) No interest shall be paid on any eFD uplifted before the completion of three (3) months.
- (b) In the event the eFD is uplifted in the fourth (4th) month onwards, Customers will receive fifty per cent (50%) of the contracted eFD interest earned for the completed months on the principal amount only.

24.4.11 Any paid interest shall, pursuant to Clause 24.4.10 above, be refunded to HLBB/HLISB, and the Customer agrees that such amount may be deducted from the principal eFD amount upon withdrawal.

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### 24.5 RENEWAL

24.5.1 Customers are to select the renewal instruction for each eFD upon making the placement via HL ConnectFirst.

24.5.2 If the 'Auto Renewal' column is selected as 'Yes', the placement will be automatically renewed for the same tenure at the prevailing interest rate on the renewal date of the matured eFD.

24.5.3 If the 'Auto Renewal' column is selected as 'No', the placement will not be automatically renewed and will be automatically credited into the Designated CASA on the maturity date of the relevant eFD.

### 25 Hong Leong Online Fixed Deposit-i

The Hong Leong Online Fixed Deposit-i (eFD-i), is an Islamic fixed or term deposit account which allows account creation, placements and withdrawals to be performed online via HL ConnectFirst.

#### 25.3 Definitions & Interpretations

In this Clause 24, the following terms and expression shall have the meaning designated to them unless the context requires otherwise:-

**"Agent"** means HLISB which shall be appointed by the Customer(s) to do such acts on behalf of the Customer(s) under the Shariah principle of Wakalah Mutlaqah or Unrestricted Agency which is not restricted to any conditions and not confined to certain circumstances or time limit in accordance to the terms herein.

**"Commodity"** means goods or assets that are approved by the Shariah Committee of HLISB. The type of commodity to be purchased at HLISB's sole discretion as the agent for the Customer(s) on the agreed price.

**"Commodity Trading Platform"** is a multi-commodity trading platform such as Bursa Suq Al Sila' or any other commodity trading platform, which, facilitates Tawarruq transactions and has been approved by the Shariah Committee of HLISB.

**"Murabahah"** refers to a sale and purchase of a Commodity where the acquisition/purchase cost and the mark-up are disclosed to the purchaser.

**"Selling Price"** means the sum payable by HLISB to acquire the Commodity from the Customer(s) which shall comprise of the price of the Commodity and the profit.

**"Supplier"** means the commodity trader and/or supplier registered with the relevant exchange and/or any other parties acceptable to HLISB.

**"Tawarruq" or also known as "Murabahah (via Tawarruq arrangement)"** refers to an arrangement in accordance to HLISB's deposit procedure where HLISB acting as an Agent shall purchase the Commodity on behalf of the Customer(s) upon receipt of monies from the Customer(s) for the price of the Commodity which is deemed as deposit in HLISB's account. HLISB shall thereafter as an agent to the Customer(s) shall sell the commodity to the HLISB on Murabahah (cost plus) basis at the Selling Price which shall be paid to the Customer(s) upon maturity of the eFD-i. HLISB shall thereafter sell the Commodity to a third party on cash basis.

**"Trading Day(s)"** means the day(s) where the Commodity Murabahah transactions are executed from Mondays to Fridays except for the gazetted public holidays in Kuala Lumpur.

#### 25.4 Hong Leong Fixed Deposit-i (eFD-i) Accounts

25.4.1 This is a fixed or term deposit account based on the Shariah principle of Murabahah and Tawarruq which is known as Commodity Murabahah.

25.4.2 Any placement made under the eFD-i shall be in Ringgit Malaysia ("RM") and the minimum sum prescribed for the corresponding tenure as may be determined by HLISB from time to time with prior notice.

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- 25.4.3 The placement of deposit shall be effective on the date the placement is done.
- 25.4.4 A deposit slip detailing deposit placement can be downloaded from HL Connect First and saved as a PDF file upon placement completion.
- 25.4.5 The Customer(s) must examine all entries in the statement of account and to immediately report to HLISB any error found therein. If Customer(s) does not, within fourteen (14) days after the receipt of statement of account, object to any entry therein the Customer(s) shall be deemed to have accepted the entries made up to the date of the last entry in the statement of account as correct and discharge HLISB from all liabilities.
- 25.4.6 The tenure of deposit shall range from one (1) to sixty (60) months as may be elected by the Customer(s) and determined by HLISB from time to time with prior notice. The acceptance and / or renewal of such placements, tenure(s) and rate(s) quoted for eFD-i is entirely at the absolute discretion of HLISB. Where any cheque(s) is deposited for a placement, and where the placement or renewal advice is issued to the Customer(s) it shall be subject to clearance of the cheque(s). The eFD-i account may not be assigned, transferred, pledged or charged as security unless written consent is given by HLISB.
- 25.4.7 The profit rate for eFD-i shall be determined by HLISB from time to time.
- 25.4.8 HLISB may at the instruction of the Customer(s) pay the profit from the eFD-i account to the Customer(s) either on monthly basis or upon maturity of the tenure as the case may be.
- 25.4.9 HLISB shall pay the Customer(s):
- Profit at maturity for all tenures; and
  - For tenure of six (6) months and above, the profit amount to be received by Customer(s) is equivalent to the profit amount to be distributed for the month.
- 25.4.10 Commodity Murabahah transactions shall be executed on Trading Days.
- 25.4.11 If Customer(s) withdraws all or part of the deposits before the maturity date, the Customer(s) agrees to waive his right to claim the full Selling Price and HLISB is entitled to pay based on the following:
- (a) For tenure of deposits below three (3) completed months, early withdrawal is allowed with no Profit shall be paid to the Customer(s).
  - (b) For tenure of deposits three (3) completed months and above, early withdrawal is allowed with half of the accumulated Profit for the completed month(s) shall be paid to the Customer(s).
- 25.4.12 HLISB reserves the right to vary the rules specified above at any time or from time to time with twenty one (21) calendar days prior notice.
- 25.4.13 eFD-i allows partial withdrawal subject to a minimum of RM3,000 and in multiples of RM1,000 thereafter or any other amount to be determined by HLISB at any time or from time to time with twenty one (21) calendar days prior notice.
- 25.4.14 Request for Delivery of Commodity
- (a) Customer(s) have the right to request and take physical possession and delivery of the commodity subject to minimum requirements and comply with rules and regulations of the commodity trading platform provider.

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- (b) Request for delivery of Commodity can be done at any HLISB or HLBB branches during normal business hours; and
- (c) The delivery arrangement is to be made between the Customer(s) and commodity trading platform provider at the Customer(s)' own costs.

- 25.4.15 The Customer(s) hereby agrees that HLISB's determination of any amount payable to the Customer(s) under eFD-i save for manifest error shall be final, conclusive and binding against the Customer(s). The Customer(s) must examine all entries in the placement advice, renewal advice and statement of account(s) and to immediately report to HLISB any error found therein. If the Customer(s) does not, within fourteen (14) days (or such other period specified by HLISB) after the receipt of the same object to any entry therein the Customer(s) shall be deemed to have accepted the entries made in the placement advice, renewal advice and statement of account as correct and discharge HLISB from all liabilities.
- 25.4.16 Customer(s) agrees upfront that the tenure for the deposits shall be automatically renewed for the same tenure on maturity date based on the prevailing rate upon renewal unless written instructions from the Customer(s) is received by HLISB before maturity date. Customer(s) may visit HLISB's website at [www.hlisb.com.my](http://www.hlisb.com.my) to check out the latest prevailing rate.
- 25.4.17 For the purpose of Commodity Murabahah Transaction, the Customer(s) has agreed to appoint HLISB as the Agent for the purchase and sale of the Commodity without the utterance of offer and acceptance between seller and buyer, following the principle of bay'al-mu'atah (sale by conduct) in accordance with these Terms and Conditions.
- 25.4.18 The Customer(s) agrees that HLISB shall act only as the absolute and undisclosed Agent of the Customer(s) for the Commodity Murabahah transactions. Each sale and purchase contract in the Commodity Murabahah transaction is binding in nature and shall not be terminated unilaterally by any of the contracting parties.
- 25.4.19 HLISB, as the Customer(s)'s Agent shall look after the best interest of the Customer(s) and in good faith during the placement of the deposit or any renewal thereof, perform transactions to purchase the Commodity on cash basis ("Purchase Transaction") through purchase agreements, certificates and other instruments as fully as the Customer(s) could do himself/itself and to negotiate with the Supplier on behalf of the Customer(s) in relation thereto.
- 25.4.20 The Customer(s) hereby offers to sell the Commodity to HLISB upon constructive possession of Commodity through its Agent as proven by e-cert (or any other evidence of ownership) from the Supplier at an agreed Selling Price (cost plus markup) determined upon placement of deposit.
- 25.4.21 The Commodity will be sold on an "as is where is" basis without any representation or warranty in respect thereof and upon issuance of the purchase agreements, certificates and other instruments; the parties agree to waive the liability of the seller for any defect on the Commodity before entering into the sale and purchase contract. All risk shall pass to the purchaser and the seller shall be freed from any liabilities, responsibilities or obligations relating to the Commodity in any form or manner whatsoever. Any defects or non-delivery or any disputes whatsoever in relation to the Commodity shall not in any way affect or absolve the contracting parties obligations or undertakings hereunder.

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25.4.22 HLISB hereby promise to purchase the Commodity from the Customer(s) upon constructive possession of Commodity through its Agent as proven by e-cert (or any other evidence of ownership) from the commodity trading platform at an agreed Selling Price (cost plus mark-up) determined upon placement of deposit.

25.4.23 The Customer(s) agrees to indemnify HLISB against  
(a) all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which HLISB may sustain, suffer or incur as a result of acting as the Customer(s)'s Agent in the Commodity Murabahah transactions  
(b) or for any breach of the Customer(s)'s obligations.  
except for any losses or damages for default, omission, negligence, breach of contract by HLISB.

25.4.24 In the event the Customer(s) is held liable by a court of competent jurisdiction for any damages notwithstanding the foregoing, the total amount of the Customer's entire liability shall not exceed the principal amount of the transaction involved which gave rise to the claim.

### 25.5 Exceptions for Online Fixed Deposit-i (eFD-i) accounts

25.5.1 The statement will not be sent to Customer(s) as it can be viewable via HL ConnectFirst.

25.5.2 Details of placement/renewal transaction is viewable on HL ConnectFirst. No physical placement/renewal advice will be sent to Customer(s).

25.5.3 The eFD-i placement is not allowed to be pledged as collateral to secure any financing/ credit facility.

## 26 Account Inquiry Services

26.1 The following types of services are available in HL ConnectFirst:

- Obtain Account details, balances and transactions history
- View and request for statement of Accounts and Tawarruq Statement
- Download GST Tax Invoices, Debit and Credit notes
- Download MT940 and MT942 Standard SWIFT statements

## 27 Cheque Management Services

27.1 The Customer(s) will be able to perform the following through HL ConnectFirst:

- Inquiry on the status of cheques
- Stop payment of issued cheques
- Perform for request for cheque books

## 28 Collection Services – Electronic Invoicing Presentment and Payment (“EIPP”)

28.3 The EIPP service available through HL Connect First facilitates payments for invoices, invoice presentment as well as matching of invoices and payments.

28.4 The EIPP service may only be available to the Customer subject to the Customer's agreement to the following terms and conditions:

- (a) Both parties to the commercial transaction (“EIPP Transaction”) for which invoices and payments are to be made electronically through HL ConnectFirst must maintain an Account with HLBB/HLISB for which payments in respect of the EIPP Transaction are to be made and/or received;
- (b) The Customer and its biller/purchaser to a transaction shall be responsible for the creation and acceptance of the purchaser order and/or invoices in HL ConnectFirst. HLBB/HLISB shall not be responsible or liable for any errors, omissions and/or inaccuracies in such

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- purchase orders and invoices which may result in a shortfall or excess in payment made and received between the Customer and its biller/purchaser;
- (c) All records of EIPP Transactions shall only be available for viewing/download through HL ConnectFirst for such period as determined by HLBB/HLISB from time to time with prior notice to the Customer from the date of the relevant EIPP Transaction;
  - (d) All disputes relating to an EIPP Transaction, whether relating to the purchase orders, invoices and/or goods and services supplied under the EIPP Transaction shall be settled between the Customer and its biller/purchaser with no recourse to HLBB/HLISB; and
  - (e) The Customer agrees to comply with HLBB/HLISB's policies and procedures in relation to the EIPP service.

### 29 Trade Financing Products and Services

29.1 All applications to utilise any Trade Services through HL ConnectFirst are subject to the approval of HLBB/HLISB and HLBB/HLISB has the absolute discretion to decline any application without giving any reason.

29.2 These terms and conditions of this Clause 29 shall be separate, in addition to and shall not affect any terms and conditions under any letters of offer, product terms, forms, facilities agreement, security documentation, agreements, indemnities and other relevant documents.

29.3 The following trade services are available on HL ConnectFirst:

(a) Trade Inquiry

- The Customer can view trade transaction history, check trade facility limits and utilisation, download advices, view incoming documents and download trade application forms.
- The Customer must immediately notify the Bank should the Customer be aware of any suspicious or inaccurate information displayed in this inquiry service.

(b) Trade Transaction

- The Customer can submit trade drawdown instructions to the Bank which includes selecting and/or inputting the correct and accurate information and uploading the respective original trade document(s) via HL ConnectFirst, herein ("Electronic Instructions").
- This service is only available to customers who applied for the trade transaction service and returned the signed Board Resolution or Letter of Authorisation to the Bank.
- By using this service, the Customer agrees to the following terms and conditions:-
  - i. The Bank upon receiving any Electronic Instructions which in good faith it believes to have emanated from the Customer via the Customer's authorized person(s) shall be entitled to treat such Electronic Instructions as fully authorised and binding upon the Customer.
  - ii. The Customer's authorized person is/are the User(s) of HL ConnectFirst who is/are granted transactional access by the Bank or by the Customer's System Administrator and System Authoriser. The Bank shall not be responsible or liable for accepting and / or acting on such Electronic Instructions should it be subsequently shown that such Electronic Instructions did not emanate from the Customer's authorized person(s).
  - iii. The Bank will only act on Electronic Instructions where a set of complete documents which are duly signed by the authorized signatories are received and verified by the Bank.
  - iv. The Customer undertakes to upload original documents for all Electronic Instructions submitted to the Bank. The original documents are to be received by the Bank within 2

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Business Days from the date of submission of Electronic Instructions. The Bank has the right to stop processing further Electronic Instructions should the original documents not be received within the stipulated time.

- v. The Bank shall be entitled to treat the Electronic Instructions received without enquiry on the part of the Bank as to the identity / authority of the person(s) giving or purporting to give such instructions.
  - vi. Electronic Instructions present various risks including without limitation the risk of error, breach of security / privacy issues, misuse and / or fraudulent activities. The Customer acknowledges that it is fully aware of the inherent risks associated with the use of electronic means to communicate instructions to the Bank.
  - vii. The Customer further understands that it needs to implement adequate security, control, and / or authorisation measures and systems in its own organisation in respect of the use of Electronic Instructions.
  - viii. The Bank has the absolute right to reject the Electronic Instructions should the Bank determine at its sole discretion that there are any inconsistencies, errors, omissions, and / or inaccuracies.
  - ix. The Customer further acknowledges and agrees that the Bank shall not be responsible or liable for errors, omissions, unauthorized use and / or duplication in respect of any such Electronic Instructions by / on behalf of the Customer and that any misunderstanding, loss or delay resulting from the use of such Electronic Instructions are entirely at the risk of the Customer.
  - x. The Customer hereby undertakes to hold the Bank free from liability and shall keep the Bank indemnified in full and saved harmless against all or any loss, claims, demands, costs, damages expenses (including legal fees on Solicitor and own client basis) proceedings and all other liabilities which may be suffered or incurred by the Bank as a consequence of the Bank accepting and / or acting on the Electronic Instructions.
  - xi. These terms are in addition to the Bank's General Terms and Conditions of Accounts, the Bank's terms and conditions applicable to the relevant trade facility (ies) and/or Trade Services and the Terms and Conditions for Hong Leong Business Internet Banking.
- 29.4 The Bank has the absolute right to immediately terminate Trade Services, at any time and from time to time, should the Bank finds fraud or potential fraud of any kind involving the supporting documents uploaded (including without limitation the genuineness thereof)/ transactions made and authorised by the Customer.
- 29.5 The Customer shall indemnify HLBB/HLISB against any loss or damage suffered due to any claim, demand or action brought against HLBB/HLISB arising directly or indirectly from negligent and fraudulent acts performed by the Customer.

### **30 Treasury Products and Services**

30.1 For Treasury Products and Services, please note that only the latest information on Foreign Currency Exchange rates, only major currencies that are available for exchange at HLBB/HLISB shall be available for viewing. For more details, please visit any HLBB/HLISB branch.

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### 31 Liquidity Management Services

31.3 All applications to utilise any Liquidity Management Services through HL ConnectFirst are subject to the approval of HLBB/HLISB.

31.4 The terms and conditions of Liquidity Management Services contained herein shall be separate, in addition to and shall not affect any terms and conditions under any letters of offer, product terms, forms, facilities agreements, security documentation, agreements, indemnities and other relevant documents which also apply to the Liquidity Management Services.

31.5 The Liquidity Management Services will be automatically terminated if:

- (a) the Master Account is closed for any reason whatsoever;
- (b) a Sub-Account is closed for any reason whatsoever, where such Sub-Account is the only remaining Sub-Account to which the Liquidity Management Services apply;
- (c) the Customer terminates its relationship with HLBB/HLISB; or
- (d) it becomes unlawful, no longer feasible and/or practicable (as shall be determined by HLBB/HLISB in its absolute discretion) for HLBB/HLISB to provide the Liquidity Management Services due to any change to or in the interpretation of any law, governmental order, rule, regulation or directive from any regulatory authority affecting the Liquidity Management Services.

### 31.6 Definitions and Interpretations

In this Clause 31, the following terms and expressions shall have the meaning designated to them unless the context requires otherwise:

<b>“Liquidity Management Service”</b>	means the Sweeping Service, the Notional Pooling Service or such other Service that HLBB/HLISB may designate in writing as a Liquidity Management Service;
<b>“Master Account”</b>	the concentration account either funds deficits or receives surplus cash swept from sub-accounts;
<b>“Notional Pooling Participating Entity”</b>	means any person participating in the same arrangement set-up for it in relation to the Notional Pooling Service;
<b>“Notional Pooling Service”</b>	shall have the meaning set out in Clause 31.6(Notional Pooling);
<b>“Notional Pooling Structure”</b>	means a group of Accounts, each a Participating Account, which is organised in accordance with parameters and rules for Notional Pooling Service.
<b>“Participant Account”</b>	means an Account that is part of, is participating in or contributing to the group of Accounts that are affected by the Liquidity Management Service.
<b>Sub-Account</b>	means any account, belonging to the Customer or an entity within the Customer’s group of companies which is maintained with HLBB/HLISB and specified as a sub-account by the Customer.
<b>Sweep Transaction</b>	means a fund transfer in accordance with Clause 31.5.1



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<b>Sweep Transfer Date</b>	means each Business Day on which a Sweep Transfer is due to occur in accordance with the Sweeping Services parameters setup.
<b>“Sweeping Participating Entity”</b>	means any person participating in the same arrangement set-up for it in relation to the Sweeping Service;
<b>“Sweeping Service”</b>	shall have the meaning set out in Clause 31.5
<b>“Sweeping Type”</b>	the following Sweeping types on each Participant Account may be selected by the Customer in the relevant application form: <ul style="list-style-type: none"><li>(a) Credit trigger -</li><li>(b) Debit trigger</li><li>(c) Percentage</li><li>(d) Range Based Target Balancing</li><li>(e) Sweep Transfer</li><li>(f) Target Balance</li><li>(g) Zero Balancing</li></ul>

### 31.7 Sweeping Service

31.7.1 Subject to and in accordance with the terms of this Clause 30.5 and the terms and conditions of Liquidity Management Services, HLBB/HLISB may, upon Customer’s request, offer the Customer the service (the “Sweeping Service”) whereby HLBB/HLISB will on each Sweep Transfer Date effect one or more Sweep Transactions between the Master Account and a Sub-Account in the Customer’s name or in the name of an entity within the Customer’s group of companies by transferring:

- (a) to the Master Account, all or part of the credit balance on a Sub-Account; or
- (b) from the Master Account, sufficient funds to cover all or part of the debit balance in a Sub-Account,

so that the credit or debit balance of that Sub-Account in either case is then adjusted to equal or zero or such other pre-determined target balance in accordance with the Sweeping Type selected and authorised by the Customer.

31.7.2 HLBB/HLISB will determine the available balance on each Participant Account and pass the necessary transactions to meet the Sweeping Type for each Participant Account.

31.7.3 The Customer agrees that :

- (a) the Sweeping Service shall be limited to Participant Accounts in the same jurisdiction and same currency;
- (b) the Sweeping Service will only be carried out on Business Days;
- (c) HLBB/HLISB is hereby authorised to perform all necessary transactions to provide the Sweeping Services parameters setup for each Participant Account;
- (d) the Customer shall be responsible to ensure that sufficient balances or limits are available in the Participant Accounts to comply with the different Sweeping Services parameters setup for the Participant Accounts;
- (e) the Customer shall responsible for any debit balance, overdraft used or created, and any fees, commissions or charges related thereto as a result of any Sweeping instruction;
- (f) Sweeping Services between different legal entities may constitute or be construed to be inter-company loans and will be solely responsible for any regulatory, tax or reporting implications as a result thereof; and

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- (g) if HLBB/HLISB suspects or becomes aware of any legal or regulatory action which may affect any cash or a Participating Account, HLBB/HLISB may suspend the Sweeping Service until such legal or regulatory action has been resolved to the satisfaction of HLBB/HLISB.

31.7.4 The Customer may at any time, request HLBB/HLISB to :

- (a) add any Account to be a Participant Account, including an account maintained with HLBB/HLISB by an entity within the Customer's group of companies;
- (b) remove, delete or suspend a Sub-Account or Participant Account by giving HLBB/HLISB not less than fifteen (15) Business Days' written notice; and
- (c) amend any Sweep Instruction, Sweeping Type or accept additional instructions relating to the Sweep Instructions and/or Sweeping Type by giving HLBB/HLISB not less than fifteen (15) Business Days' written notice.

31.7.5 HLBB/HLISB will not be responsible for any loss or damage that any Sweeping Participating Entity may suffer or incur if:

- (a) the Sweeping Service is used in a way or for a purpose which is not recommended, authorised or intended by HLBB/HLISB;
- (b) the Sweeping Service is used in a way which contravenes any law or regulation in any relevant jurisdiction; and/or
- (c) any failure or delay in effecting a Sweeping Instruction is due to a Sweeping Participating Entity's failure or delay in performing its obligations under these Liquidity Management Services terms and conditions.

### 31.8 Notional Pooling

31.8.1 Subject to and in accordance with the terms of this Clause 31.6 and the terms and conditions of Liquidity Management Services, HLBB/HLISB may, at the Customer's request, offer the Customer the service whereby HLBB/HLISB transfers and/or consolidates (on a notional basis) available funds with or without overdraft limits across Participant Accounts in a Notional Pooling Structure, without involving the physical transfer of funds, for the purpose of enhancing or optimising debit or credit interest ("Notional Pooling Service").

31.8.2 The Customer agrees that :

- (a) the Notional Pooling Service shall be limited to Participant Accounts in the same jurisdiction and same currency;
- (b) HLBB/HLISB is not obligated to include any Participant Account in a Notional Pooling Structure if that Participant Account is overdrawn beyond any agreed overdraft limit or is otherwise not in compliance with any of HLBB/HLISB's terms and conditions governing such Participant Account;
- (c) HLBB/HLISB is not obligated to deem any debit or credit transaction on a Participant Account has been made before such debit or credit has in fact been successfully completed in the Participant Account;
- (d) Credit interest shall only be given by HLBB/HLISB and applied to the relevant Participant Account where such credit interest has been agreed and approved in writing by HLBB/HLISB;
- (e) Where any credit interest has been agreed and approved by HLBB/HLISB, HLBB/HLISB reserves the right to modify or remove such credit interest with written notice to the Customer:
  - i. If the Customer has failed to meet any required balances and/or any other commitments to HLBB/HLISB in exchange for such credit interest;

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- ii. If the Participant Accounts has been modified in any way affecting the interest calculation; and/or
  - iii. At any time by giving at least thirty (30) calendar days' notice to the Customer,
- (f) HLBB/HLISB shall calculate credit interest only on the available balance on each Participant Account not including any uncleared funds;
  - (g) if HLBB/HLISB suspects or becomes aware of any legal or regulatory action which may affect any cash or a Participating Account, HLBB/HLISB may suspend the Notional Pooling Service until such legal or regulatory action has been resolved to the satisfaction of HLBB/HLISB.

31.8.3 The Customer may at any time, request HLBB/HLISB to :

- (a) add any Account to be a Participant Account including an account maintained with HLBB/HLISB by an entity within the Customer's group of companies ;and
- (b) remove, delete or suspend a Participant Account by giving HLBB/HLISB not less than thirty (30) calendar days written notice.

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