

Please email duly completed form to [cmp@hlbb.hongleong.com.my](mailto:cmp@hlbb.hongleong.com.my)

Sila email borang yang lengkap ke [cmp@hlbb.hongleong.com.my](mailto:cmp@hlbb.hongleong.com.my)

**(A) COMPANY INFORMATION** Maklumat Syarikat

**Company Name**

Nama Syarikat

**HL ConnectFirst Company ID**

ID ConnectFirst Syarikat

**(B) REQUEST OPTION** Please Tick [ ☐ ] Pilihan Servis Sila tandakan [ ☐ ]

 [ ☐ ] **Register HL ConnectFirst FastCollect / ConnectFirst FastCollect-i**

Daftar HL ConnectFirst FastCollect / ConnectFirst FastCollect-i

**Collection Account Number**

Nombor Akaun Pungutan

 [ ☐ ] **Change of Collection Account Number For HL ConnectFirst FastCollect / FastCollect-i**

Pertukaran Akaun Pungutan untuk HL ConnectFirst FastCollect / ConnectFirst FastCollect-i

**From (Existing Account)**

Dari (Akaun SediaAda)

**To (new account)**

Ke (Akaun Baru)

**(C) TERMS & CONDITIONS** Terma & Syarat

 [ ☐ ] We, the undersigned, hereby, for and on behalf of the Company below, acknowledge, accept and agree to the JomPAY Biller Terms and Conditions attached.

*Kami, penandatangan di bawah, untuk dan bagi pihak Syarikat, mengakui, menerima dan bersetuju dengan Terma dan Syarat Biller JomPAY yang dilampirkan.*

**(D) COMPANY AUTHORIZED SIGNATORY(IES)** Wakil Sah Syarikat

*I/We confirm that I/We am/are duly authorized by the Company to sign this form for and on its behalf*
*Saya/Kami mengesahkan bahawa saya/kami adalah wakil sah syarikat untuk menandatangani borang ini untuk dan bagi pihak syarikat*

<div style="text-align: right;"><i>Signature</i></div> <div>Name: _____</div> <div>IC No. _____ Date: _____</div>		<div style="text-align: right;"><i>Signature</i></div> <div>Name: _____</div> <div>IC No. _____ Date: _____</div>	
<div style="text-align: right;"><i>Signature</i></div> <div>Name: _____</div> <div>IC No. _____ Date: _____</div>		<div style="text-align: right;"><i>Signature</i></div> <div>Name: _____</div> <div>IC No. _____ Date: _____</div>	
<b>For Bank Use (Untuk Kegunaan Bank)</b>			
Attended By: _____	Verified By: _____	Remarks: _____	

Hong Leong Bank (“**HLBB**”) and Hong Leong Islamic Bank (“**HLISB**”) are registered Participants for JomPAY under the Scheme. In the event HLBB/HLISB ceases or is no longer a Participant, HLBB/HLISB shall notify the Biller through HLBB/HLISB’s website or in any other manner as HLBB/HLISB deems fit.

The following Terms and Conditions will apply when the Biller registers (i.e. enrolls) as a Biller for JomPAY under HLBB/HLISB. By registration as a Biller for JomPAY with HLBB/HLISB, Biller confirms that Biller 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 and HLISB at any time and from time to time.

## 1. DEFINITIONS & INTERPRETATION

In this Terms and Conditions document (“**Terms and Conditions**”), the following expressions shall have the respective meanings unless the context otherwise requires:

“Appropriate Authority”	Means any government or taxing authority.
“Approved Communication Channel”	Means the communication channels for the Biller to issue Instructions to HLBB/HLISB as may be prescribed by HLBB/HLISB from time to time.
“Bank’s Customer”	Any individual or corporate entity who has account(s) with HLBB/HLISB who has received an Erroneous Payment Instruction or Fraudulent Payment Instruction and/or funds due to an error of another Biller, Payer or any client/ customer of HLBB/HLISB.
“Beneficiary of Fraud”	Party who ultimately benefits from an Unauthorized Payment Instruction, or Fraudulent Payment Instruction.
“Bank”	Means a financial institution that is licensed under 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 a Government agency, statutory body, sole proprietor or partnership business, a company or an organisation, society, charity 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) a Biller; or b) a Biller’s product or service category for the purpose of routing a Payment to the Biller.
“Biller Management Module” or “BMM”	A web-based application to maintain Biller details that can be accessed by Biller, Payer Bank, Biller Bank and Scheme Operator.
“Biller Notification System” or “BNS”	An online notification system operated by the Scheme Operator to make available RTNs to Billers that have opted to receive the notifications.
“Business Day”	Any calendar day from Monday to Friday, except a public holiday or bank holiday in Kuala Lumpur and “non-Business Day” shall be construed as a day which is not a Business Day.
“CASA”	Means Current Account or Savings Account.
“Erroneous Payment Instruction”	Means a Payment Instruction that is initiated wrongly or is incorrect as follows: a) Participant posts an erroneous entry(ies) to a Biller’s/Payer’s bank account or generates invalid an, incorrect, misdirected or duplicated Payment Instruction on behalf of a Biller/Payer due to a technical error(s) or operational error(s); b) technical or operational error(s) at the Scheme Operator that results in an incorrect or duplicated Payment Instruction; and

	c) mistaken Payment Instruction which is directed to the wrong Biller/Payer, contains incorrect Recipient Reference Number (RRN), carries the wrong amount, or is duplicated.
"Fraudulent Payment Instruction"	Means a Payment Instruction which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller/DuitNow recipient.
"IBG"	Refers to Interbank GIRO, an inter bank fund transfer system integrated with PayNet that facilitates payments and collections via the exchange of digitized transaction between banks.
"IBG Same Day Cut-Off Time"	The deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> <li>initiated before this deadline would be credited on the same Business Day</li> <li>initiated after this deadline would be credited on the next Business Day.</li> </ul>
"Inflight Transaction"	Payment Instruction initiated by a Payer which has not been completely processed/ completed before the the termination/ cessation/ revocation/ suspension of Biller's registration/ enrolment in the Scheme takes effect.
"JomPAY Brand"	The brand, icon, logo and marks for the JomPAY Scheme.
"Line Of Credit Account" or "LOC"	All payment cards issued by the Payer Bank issued whereby the holder of the payment card has been granted a line of credit.
"Mistaken Payment Instructions"	Means a Payment Instruction that is made, or not made, to a person or for an amount which is not in accordance with a Payer's Payment Instruction or contains an error in the Payment Instruction from the Payer resulting in payments which: <ul style="list-style-type: none"> <li>a) are directed to the wrong Bank's Customers;</li> <li>b) contain incorrect Recipient Reference Numbers;</li> <li>c) carry the wrong amount; or</li> <li>d) are duplicated.</li> </ul>
"Off-us"	All Payment Instructions in which the Payer Bank and Biller Bank are not the same Bank.
"On-us"	All Payment Instructions in which the Payer Bank and the Biller Bank are the same Bank.
"Payer"	Means an individual, company, body corporate, business (including sole proprietor and partnership), government agency, statutory body, society and other customers of the Bank that make a payment to a Biller using the Scheme.
"Payment" or "Payment Instruction"	An order from a Payer to its Payer Bank directing the Payer Bank to: <ul style="list-style-type: none"> <li>a) draw funds from the Payer's CASA or LOC; and</li> <li>b) transmit an IBG entry to transfer funds to HLBB/HLISB to pay a Biller for a Bill.</li> </ul>
"Payment Card Industry Data Security Standard" or "PCI DSS"	Means a set of security standards designed to ensure that all organisations which accept, process, store or transmit credit card information maintain a secure environment.
"PayNet"	Means Payment Network Malaysia Sdn Bhd (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd) (Company No. 836743-D), a wholly-owned subsidiary of Bank Negara Malaysia (BNM) and incorporated in October 2009 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.
"Participant"	A Bank that is a member of the Scheme.
"Payer Bank"	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instructions.
"Recipient Reference Number" or "RRN"	A unique identifier assigned by a Biller to a Payer referred as Ref-1 [and Ref-2, if applicable] on a Bill.

"Reversal"	A transaction that : a) is initiated by a Biller to cancel an Erroneous Payment Instruction; b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction has been applied to the Biller's bank account(s).
"Scheme" or "JomPAY Scheme" of "JomPAY"	A service offered by PayNet which facilitates industry wide ubiquitous Bill Payments through the use of standard Biller Code and Recipient Reference Numbers.
"Scheme Operator"	The owner and the operator of the JomPAY scheme.
"RTN" or "Real-time Notification"	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer's CASA or LOC has been successfully debited for a Payment Instruction to the Biller.
"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, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
"Unauthorised Payment Instruction"	A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that Payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes a case where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes an unauthorised transaction from the Payer's account to make other payment(s). However, it does not include a Fraudulent Payment Instruction.
"Unrecoverable Loss"	The portion of funds credited to a wrong party due to an Erroneous Payment Instruction or a Unauthorised Payment Instruction or a Mistaken Payment Instruction or a Fraudulent Payment Instruction that cannot be retrieved after Participants have exhausted the recovery of funds process.

**PART 1****2. JomPAY SCHEME ACCESS**

- 2.1 In consideration of the fees paid to HLBB/HLISB by the Biller, HLBB/HLISB agrees to facilitate the participation of the Biller in the Scheme in accordance with this Terms and Conditions.
- 2.2 The Biller hereby agrees to observe all the JomPAY operating rules issued by the Scheme Operator which are applicable to the Biller as reflected in this Terms and Conditions including any future revisions which will be communicated by HLBB/HLISB to the Biller.

**3. FEES**

- 3.1 Biller shall pay the following fees to HLBB/HLISB:

No	Fee Type	Amount (RM)
1	CASA (Hong Leong Bank / Hong Leong Islamic Bank Online Users)	RM0.50
2	CASA (Other Banks' Online Users)	RM0.70
3	LOC (Hong Leong Bank / Hong Leong Islamic Bank Online Users)	RM0.50 + 0.25%
4	LOC (Other Banks' Online Users)	RM0.70 + 0.25%
5	Real-Time Notification (RTN) Service (if any)	NIL
6	Membership or Maintenance Fees (if any)	NIL
7	Biller Code Fees (if any)	NIL
8	RRN (Recipient Reference Number) Fees (if any)	NIL
9	Inactive Biller Fees (if any)	NIL
10	Admission or Registration/ Enrolment Fees (if any)	NIL

- 3.2 The applicable fees and charges that may be imposed on the Biller and/or the applicability thereof and/or the amount(s) thereof may be subject to change by HLBB and HLISB from time to time.

**4. PAYMENT TYPE**

- 4.1 The Biller shall accept Payment(s) that draw funds from CASA and optionally (at the Biller's option) Payment(s) that draw funds from Line of Credit Accounts.

**5. OBLIGATIONS OF BILLER**

- 5.1 The Biller shall not charge any fees to the Payer(s) who makes Payment(s) via the JomPAY Scheme.
- 5.2 The Biller shall maintain adequate procedures and systems for receiving and processing promptly Payment Instructions received from HLBB/HLISB and shall promptly and correctly credit or debit as the case may be the amount of each Payment Instruction to the applicable Payer's account with the Biller.
- 5.3 The Biller must not make any warranty or representation in respect of goods or services supplied by Biller which may bind HLBB/HLISB, Scheme Operator, Payer Bank or any other Participant in the Scheme.
- 5.4 The Biller must establish and maintain a fair policy for correction of errors and facilitate recovery of funds for Mistaken Payment Instructions and Unauthorised Payment Instructions.

- 5.5 The Biller shall consent and allow HLBB/HLISB to disclose Biller's information pertaining to the payment processes as the Scheme Operator may reasonably require for JomPAY services.
- 5.6 The Biller who has been granted a non-transferable license to use the JomPAY Brand shall not license or assign the said right to use to any other third party. The Biller shall comply with the JomPAY Brand guidelines at all times.
- 5.7 For the purpose of **Clause 5.6**, the Biller shall be liable for any and all claims, damages and expenses arising out of or caused by or howsoever related to misuse or unauthorised usage of the JomPAY Brand. In the event of such breach, the Biller's license and right to use the JomPAY Brand shall be automatically revoked and shall cease and terminate immediately. Upon such revocation, cessation and termination, **Clause 5.8** shall apply accordingly.
- 5.8 Upon revocation, cessation and termination of the Biller as JomPAY biller, the Biller shall do the following :
- Immediately advise its customers that they will no longer accept Payment via JomPAY from the effective date of termination of the Biller's access to JomPAY;
  - Continue to maintain an account with HLBB/HLISB to credit bill collection for a period of not less than five (5) Business Days after the effective date of termination;
  - Ensure that Inflight Transactions are completed;
  - Cease all promotions and advertising that are related, or can be perceived to be related to the JomPAY Scheme;
  - Remove all JomPAY Brand and marks from the Biller's payment channels and correspondence; and
  - Return to the Scheme Operator all software, documents (including but not limited to functional specification and Operating Procedure) and intellectual property assets provided by the Scheme Operator to the Biller for JomPAY.
- 5.9 The whole of **Clause 5** herein shall survive termination of the Biller as JomPAY Biller. Termination does not affect either party's rights accrued and obligations incurred, before termination.
- 6. OBLIGATIONS OF HLBB/HLISB**
- 6.1 HLBB/HLISB shall credit the Biller's bank account in Biller Bank with funds from incoming Payments via JomPAY and make the incoming funds available for the Biller's unencumbered use within two (2) hours of IBG clearing for Off-us transactions and within five (5) minutes of debiting the funds from the Payer's CASA or LOC in Payer Bank for On-us transactions, except for situations where the Biller has specifically agreed in writing for delayed or batched postings.
- 6.2 HLBB/HLISB shall make payment in full to the Biller and shall not deduct any fees from the payment proceeds due to the Biller, except for situations where the Biller has specifically agreed in writing that fees shall be deducted from Payment Instructions (and even if Biller has agreed to such deductions, the full amount of the Payment shall be deemed paid by the relevant Payer to the Biller).
- 6.3 If the Biller receives a RTN, HLBB/HLISB provides an irrevocable guarantee to the Biller that the Biller will receive the funds indicated in the RTN. With this irrevocable guarantee that funds will be credited, Biller may ship goods or deliver services in reliance on its receipt of the RTN.
- 6.4 If fees are incurred due to Erroneous Payment Instructions that are not caused by the Biller, HLBB/HLISB shall refund the above-mentioned fees to the Biller. However, if Biller opts to refund over-payments to Payer, the Biller shall bear the fees for executing the refund to Payer.
- 6.5 HLBB/HLISB shall implement reasonable measures that it deems necessary to detect, mitigate, resolve and prevent fraudulent acts, actual and suspected.
- 6.6 HLBB/HLISB shall make available to the Biller the following minimum information, for the purpose of facilitating the Biller's reconciliation processes and accounting for:
- RRN (Ref-1);
  - RRN (Ref-2) (where applicable);
  - JomPAY Reference Number;
  - Transaction Value;
  - Debit date and time;

- f) Payer name;
  - g) Payer Bank name
  - h) Account type;
  - i) Payment channel;
  - j) Gross total transaction value;
  - k) Total transaction volume; and
  - l) Total fees/commissions charged.
- 6.7 HLBB/HLISB shall deliver to the Biller, the information described in **Clause 6.6**, in at least one of the following manners:
- a) Data files or electronic files; or
  - b) Statements or e-statements; or
  - c) E-mails; or
  - d) Reports, either electronic or hardcopies.
- 7. RECOVERY OF FUNDS**
- 7.1 The Biller shall assist HLBB/HLISB in any investigation of Mistaken Payment Instruction, Unauthorised Payment Instruction and/or Fraudulent Payment Instruction, and shall make the necessary refund(s) to the Payer, Payer Bank and/or HLBB/HLISB (as the case may be), in the event it is found that the Biller was responsible for such Mistaken Payment, Unauthorised Payment or Fraudulent Payment (as the case may be).
- 7.2 In the event an Erroneous Payment is caused by the Biller after verification and confirmation from the Biller with respect to such Erroneous Payment, HLBB/HLISB shall immediately reverse out all debits erroneously posted to Payer's account regardless whether funds have been recovered from other affected parties.
- Erroneous Payment Instruction / Mistaken Payment Instructions**
- 7.3 HLBB/HLISB shall inform the Biller once HLBB/HLISB receives a request to recover funds that is wrongly credited to the Biller due to Erroneous Payment Instruction/ Mistaken Payment Instruction. The Biller must facilitate the recovery of funds process stated in **Clause 7.4**.
- 7.4 Upon receiving a request for recovery of funds for Erroneous Payment Instruction/ Mistaken Payment Instruction, HLBB/HLISB has the right to debit the Biller's account to recover funds within one (1) Business Day after the following conditions are met:
- 7.4.1 Subject to **Clause 7.6**, if the request for recovery of funds is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/ Mistaken Payment Instruction and the following conditions are met:
    - a) HLBB/HLISB is fully satisfied that funds were erroneously / mistakenly credited to the Biller's account; and
    - b) There is sufficient balance in the Biller's account to cover the recovery amount; and
    - c) HLBB/HLISB has provided notification to the Biller regarding the proposed debit of Biller's account.
  - 7.4.2 If the request for recovery of funds is received between twenty two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/ Mistaken Payment Instruction and the following conditions are met:
    - a) HLBB/HLISB is fully satisfied that funds were erroneously / mistakenly credited to the Biller's account;
    - b) There is sufficient balance in the Biller's account; and
    - c) HLBB/HLISB has notified the Biller about the request for recovery of funds, furnishing details of the allegedly Erroneous Payment Instruction/ Mistaken Payment Instruction but the Biller has not provided to HLBB/HLISB, within fourteen (14) Business Days of the written notification, reasonable evidence that the Biller is entitled to the funds,
  - 7.4.3 If the request for recovery of funds is received after seven (7) months from date of Erroneous Payment Instruction/ Mistaken Payment Instruction, and the following conditions are met:



- a) HLBB/HLISB is fully satisfied that funds were erroneously / mistakenly credited to the Biller's account; and
  - b) HLBB/HLISB has sought the Biller's consent in writing to debit the Biller's account to recover funds, and the Biller has given its written consent to debit its account.
- 7.5 When the Biller receives a written request for consent from HLBB/HLISB as described in **Clause 7.4.3 (b)**, the Biller shall not unreasonably withhold consent to debit its account when there is a legitimate request for recovery of funds and shall inform HLBB/HLISB in writing whether consent is granted within fourteen (14) Business Days of the written request for consent.

**Unauthorised Payment Instruction and/or Fraudulent Payment Instruction**

- 7.6 HLBB/HLISB shall inform the Biller once HLBB/HLISB receives a request to recover funds that was credited to the Biller due to Unauthorised Payment Instruction/ Fraudulent Payment Instruction. The Biller must facilitate the recovery of funds process stated in **Clause 7.7**.
- 7.7 If the Biller receives an Unauthorized Payment Instruction and/or Fraudulent Payment Instruction, Biller shall:
- a) Immediately take all practicable measures to prevent the use or application of unauthorised / fraudulently transferred funds for the benefit of the Beneficiary of Fraud.
  - b) furnish to HLBB/HLISB within seven (7) Business Days, information, including but not limited to the name, address, contact information, national identity card number/ passport number (and nationality) to conclusively identify the Beneficiary of Fraud;
  - c) take all practicable measures permissible under the law to recover funds from the unintended recipient of funds including but not limited to reversing out credits, drawing on deposits or other financial guarantees that the Beneficiary of Fraud placed/ places with the Biller, stopping delivery of goods, suspending services that the Beneficiary of Fraud has paid for, repossessing goods delivered to the Beneficiary of Fraud and taking legal action against the Beneficiary of Fraud; and
  - d) Immediately provide information required in **Clause 7.7 (b)** to the Payer Bank to facilitate the Payer Bank's investigation.
- 7.8 In the event a Fraudulent Payment Instruction is received by the Biller, HLBB/HLISB shall do the following (upon becoming aware of the fraud):
- a) Notify the Biller of the RTNs associated with the Fraudulent Payment Instruction and of the Fraudulent Payment Instruction;
  - b) Investigate the Biller to determine whether the Biller is implicated in the fraud. If HLBB/HLISB has sufficient grounds to suspect the Biller is involved in the fraud or is benefiting from the fraud, HLBB/HLISB shall prevent withdrawal or use of the remaining funds in the Biller's account with HLBB/HLISB until there is satisfactory resolution of Unrecoverable Loss. The Biller shall facilitate the HLBB/HLISB's investigation.
- 7.9 In the event the Biller is responsible for Fraudulent Payment Instruction, **Clause 7.12** shall apply accordingly.

**Liability for Unrecoverable Loss**

- 7.10 In respect of any Erroneous Payment Instruction / Mistaken Payment Instruction / Unauthorised Payment Instruction and / or Fraudulent Payment Instruction that cannot be partially recovered or fully recovered, the amount that cannot be recovered will be deemed as Unrecoverable Loss and the party causing the Unrecoverable Loss will be liable to bear that loss.
- 7.11 If HLBB/HLISB has reasonable grounds to conclude after its investigation that the Biller caused the Unrecoverable Loss, HLBB/HLISB will notify the Biller and has the right to freeze funds in the Biller's account until there is satisfactory resolution of Unrecoverable Loss. The amount frozen shall amount to no more than the amount of the Unrecoverable Loss
- 7.12 The Biller agrees to take all measures to recover the Unrecoverable Loss if the Unrecoverable Loss is due to its fault or negligence. Notwithstanding the aforesaid, this will not prohibit HLBB/HLISB to take legal action against the Biller, to the extent permissible by law, to make good the Unrecoverable Loss incurred.



- 7.13 HLBB/HLISB shall refund JomPAY fees (if applicable) and IBG fees (if applicable) incurred for Erroneous Payment Instruction / Mistaken Payment Instruction / Unauthorised Payment Instruction and / or Fraudulent Payment Instruction to the Biller if the error was not caused by the Biller except in situations where the Biller decides to refund an overpayment. If the Biller opts to partially refund overpayments to the Payer, the Biller shall bear the transaction fees for executing the refund.

## 8. FUNDS AVAILABILITY

- 8.1 The Biller shall credit the Payer's relevant account(s) with the Biller on the Business Day that the Payer initiated the Payment Instruction to the Biller, provided that the Payment Instruction was initiated before the IBG Same-Day Cut-off Time for that Business Day.
- 8.2 The Biller hereby acknowledges that Payment Instruction made by the Payer on a Business Day is deemed received by the Biller on the same day, provided that the Payment Instruction was initiated before the IBG Same Day Cut Off Time for that Business Day.

## 9. DELAY IN PAYMENTS

- 9.1 Subject to Clause 9.2, the Biller acknowledges that delay may occur in processing of Payment Instructions in the following events:
- The Payment Instruction(s) is made on a public holiday;
  - The day after the day a Payer gives a Payer Instruction is a public holiday; or
  - A Payment Instruction is received either on a non-Business Day or after the IBG Same Day Cut-Off Time on a Business Day.
- 9.2 Although delay in HLBB/HLISB's performance is expected due to reasons specified in **Clause 9.1**, the delay will not be more than one (1) Business Day.

## 10. DISPUTE RESOLUTION

- 10.1 The Biller may lodge a complaint with the Scheme Operator if there are allegations of HLBB/HLISB's non-compliance to the JomPAY Scheme Rules. The Scheme Operator shall review such complaints and allegations in accordance with **Clause 10.2**.
- 10.2 The Biller shall have the right to refer their disputes to the Scheme Operator if there is an allegation of Participant's non-compliance to the JomPAY Scheme Rules. The Scheme Operator will review such complaints and allegations, but such review will be confined to:
- Determination whether there has been non-compliance;
  - Stipulating remedies for Participant to correct or address the non-compliance; and
  - Determination if penalties are applicable for the non-compliance.
- 10.3 All decisions rendered by the Scheme Operator in response to complaints from Biller shall be binding on HLBB/HLISB.

## 11. INDEMNITY

- 11.1 Subject to the other party's compliance with Clause 11.2, each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:
- Any negligence, misrepresentation or fraud on the part of the indemnifying party, its employees, and agents with respect to the performance of its obligations or the exercise of any of its rights under this Terms and Conditions;
  - Any claim by a Payer, HLBB/HLISB, Payer Bank, Scheme Operator or any other person for any breach by the Indemnifying Party of any applicable laws;
  - The failure of the Indemnifying Party to observe any of its obligations under this Terms and Conditions; or
  - Any use of the JomPAY Brand by the Indemnifying Party other than as permitted by this Terms and Conditions;

to the extent that such liability arises or is incurred by the other party by reason of any act or omission on the Indemnifying Party's part mentioned in Clause 11.1 (a) to (d).

- 11.2 In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to Clause 11.1, that party must :
- a) give notice of any such claim to the other party;
  - b) consult with the other party in relation to any such claim; and
  - c) not settle any such claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.
- 11.3 HLBB/HLISB shall not be liable to the Biller for any loss or damage suffered by the Biller as result of :
- a) a Payment made pursuant to an Erroneous Payment instruction; and
  - b) the delay or disruption caused by any system failure beyond the HLBB/HLISB's reasonable control.
- 11.4 For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.

## 12. SUSPENSION & TERMINATION

### Suspension

- 12.1 The Scheme Operator or HLBB/HLISB, as the case may be, reserves the right to suspend the Biller's access to the Scheme under the following circumstances, which includes, but are not limited to :
- 12.1.1 The Biller breached this Terms and Conditions, the Operational Procedures, applicable rules, guidelines, regulations, circulars or laws related to JomPAY that was communicated to the Biller by HLBB/HLISB;
  - 12.1.2 The Biller has inadequate operational controls or insufficient risk management processes, resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG;
  - 12.1.3 Directive(s) issued by regulatory or government authority affecting the Biller's membership in the Scheme and/or its legal status;
  - 12.1.4 An application is made to the court either voluntarily or involuntarily for an order that the Biller be wound up;
  - 12.1.5 The Biller is deemed unable to pay its debts and should be wound up under statutory laws;
  - 12.1.6 The Scheme Operator or HLBB/HLISB suspects on reasonable grounds that the Biller has committed or will commit fraudulent act(s) in connection with the Scheme; or
  - 12.1.7 The Scheme Operator has determined that the Biller is inactive in the Scheme, after a period of twelve (12) months in which the Biller does not receive any Payment Instructions.
- 12.2 Upon suspension of the Biller in the Scheme:
- 12.2.1 The services provided to the Biller under the Scheme will be suspended immediately;
  - 12.2.2 The Biller will no longer have access to BMM under the Scheme;
  - 12.2.3 The Biller will stop issuing any Bills to Payer (with JomPay Brand) or accept payments from Payer Bank(s) under the Scheme;
  - 12.2.4 The Biller will no longer have access to HLBB/HLISB that the Biller is connected to via its Biller Code(s);
  - 12.2.5 The Biller is responsible for finding alternative methods to issue Bills (without JomPAY Brand) during the suspension period;
  - 12.2.6 The Biller must take all reasonable steps to assist HLBB/HLISB to notify each Payer affected by the action that the Biller is no longer participating in the Scheme, in the form directed by HLBB/HLISB;
  - 12.2.7 The Biller must cease all promotional and advertising that is related or can be perceived to be related to JomPAY Scheme;
  - 12.2.8 The Biller must remove all JomPAY Brand from the Biller's marketing collaterals, channels and website; and
  - 12.2.9 The Biller must take all reasonable steps to comply with any directions of HLBB/HLISB to minimise the impact on Payer of the suspension or termination.

### Termination

- 12.3 The Scheme Operator or HLBB/HLISB, as the case may be, reserve the right to terminate the services provided under this Terms and Conditions or JomPAY Scheme under the following circumstances, which includes, but are not limited to :
- 12.3.1 HLBB/HLISB has revoked, ceased or terminated the Biller as JomPAY biller;
  - 12.3.2 it is determined by HLBB/HLISB that the Biller breached this Terms and Conditions, the Operational Procedures, applicable rules, guidelines, regulations, circulars or laws related to JomPAY that was communicated to the Biller by HLBB/HLISB;
  - 12.3.3 the Biller fails to remedy or take adequate steps to remedy its default under this Terms and Conditions or any other in **paragraph 12.3.2** to the satisfaction of HLBB/HLISB or the Scheme Operator, as the case may be, within the timeframe specified by HLBB/HLISB;
  - 12.3.4 The Biller has inadequate operational controls or insufficient risk management processes resulting in potential threats to the stability, integrity, safety and efficiency of the Scheme and/or IBG
  - 12.3.5 Court order(s) affecting the Biller or HLBB/HLISB membership in the Scheme and/or legal status;
  - 12.3.6 directive(s) issued by regulatory or government authority affecting the Biller or HLBB/HLISB membership in the Scheme and/or legal status;
  - 12.3.7 the Biller(s) insolvency;
  - 12.3.8 HLBB/HLISB's membership in the Scheme, IBG or RENTAS is terminated or suspended and the Biller has not appointed a replacement Biller Bank; or
  - 12.3.9 The Scheme Operator has determined the Biller is inactive or the Biller is deemed inactive when there are no JomPAY transactions for a period of twelve (12) consecutive months.
- 12.4 Upon termination pursuant to the above, the participation of the Biller in JomPAY Scheme via HLBB/HLISB is automatically terminated and Clause 5.8 shall apply and this Terms and Conditions shall be automatically terminated.
- 12.5 Upon termination of pursuant to the above, the Biller no longer has access to JomPAY Scheme and the services provided under the JomPAY Scheme via HLBB/HLISB and/or this Terms and Conditions.

### **13 ADVERTISEMENT AND USE OF LOGO**

- 13.1 The Biller must use the appropriate denotation or legend of trademark registration or ownership in connection with JomPAY Brand, as required or consented to by HLBB/HLISB.
- 13.2 The Biller is granted the consent to use the denotation or legend of the trade mark of JomPAY Brand, for the sole purpose of publicising, indicating and advertising that the Biller accepts Payment Instruction through the Scheme.
- 13.3 In the event of non-compliance or infringement or potential infringement or misuse of the JomPAY Brand, the Scheme Operator or HLBB/HLISB have the absolute right to revoke the consent granted with or without giving any reason whatsoever and the Biller shall cease all use of the denotation and trade mark of the JomPAY Brand by the Biller.
- 13.4 If the Biller desires to use a denotation or legend of trade mark registration or ownership in connection with any mark other than the JomPAY Brand, but such mark is used in association with the JomPAY Brand, the Biller may do so provided that such use will not adversely affect the rights of the Scheme Operator in the JomPAY Brand; and the specification for such use is notified in writing to HLBB/HLISB, and HLBB/HLISB gives its written approval to that specification prior to such use.
- 13.5 The Biller must not use the JomPAY Brand in such a way to create an impression that the goods or services offered by the Biller are sponsored, produced, offered or sold by the owner of the JomPAY Brand. The Biller must not adopt

“JomPAY” or any other JomPAY Brand as any part of the name of its business or apply it to any goods or services offered for sale.

- 13.6 The Biller must immediately on becoming aware of any infringement or potential infringement of the JomPAY Brand, notify HLBB/HLISB.

## **PART 2**

### **14 REPRESENTATIONS AND WARRANTIES**

- 14.1 The Biller acknowledges and agrees that the obligation of confidentiality extends but is not limited to those specified in **Clause 18**, the disclosure of fees and charges contained in this Terms and Conditions; and any technology or know-how related to the Scheme or the performance of this Terms and Conditions.
- 14.2 The Biller agrees to comply with the Personal Data Protection Act 2010 by which it is bound and shall not do any act that will cause HLBB/HLISB, Payer Bank and the Scheme Operator to breach any personal data protection laws or regulations.
- 14.3 The Biller agrees that this Terms and Conditions constitutes the legal, valid and binding obligations of the Biller in accordance with the terms and conditions herein and that the execution, delivery and performance of this Terms and Conditions by the Biller will not violate the provisions of any law or regulations or any order or decree of any governmental authority, agency or court to which the Biller is subject to.
- 14.4 The Biller represents and warrants that the Biller has obtained the consent of all persons named in its application to participate in the Scheme or such other document submitted to the Bank in support thereof and/or its authorised representatives, including but not limited to the Biller’s directors, shareholders, authorised signatories or such other persons as specified by the Bank (“**Relevant Data Subjects**”) for the Bank’s collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank’s Privacy Policy as may be amended from time to time.

### **15 DISCLAIMER**

- 15.1 The Biller hereby acknowledges and agrees that the Bank shall not be liable for any claims, actions, demands, costs, expenses, losses (whether direct or indirect), and damages (actual and consequential) including legal costs that are incurred or suffered by the Biller arising out of or caused by the Bank in connection with the operations and services provided by the Bank in the Scheme. The Biller agrees that it will communicate and resolve any dispute in relation to the aforesaid matters with the Bank.

### **16 CONSENT TO PROCESS PERSONAL INFORMATION**

- 16.1 The Biller hereby agrees and consents to the holding, collection and use of all personal data provided to the Bank by the Biller and/or acquired by the Bank from the public domain, as well as personal data that arises as a result of the provision of Services to the Biller in accordance with the Privacy Policy of the Bank as may be amended from time to time.

### **17 RIGHT TO DISCLOSE INFORMATION**

- 17.1 In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013, the Biller irrevocably and unconditionally authorizes and permits the Bank, its officers and employees to disclose and furnish all information concerning the services pursuant hereto, this Terms and Conditions, present and future accounts of the Biller and any other matters relating to the Biller or its business and operations to:
- a) other financial institutions granting or intending to grant any credit facilities to the Biller, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;

- b) any current or future corporation which may be associated with or related to the Bank (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of the Bank's holding company;
  - c) any party providing or intending to provide security in respect of the Services;
  - d) the Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder;
  - e) HLBB/HLISB's professional advisers, service providers, nominees, agents, contractors or third party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies.
- 17.2 The Biller hereby irrevocably consents to such disclosure and confirms that, save and except for damages arising directly from the Bank's willful default or gross negligence, the Bank, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with this Terms and Conditions.
- 17.3 The Biller authorizes and consents to the Bank obtaining any other information about the Biller from any credit reference agency or sources and at any time as the Bank considers appropriate.

## **18 CONFIDENTIALITY**

- 18.1 The Biller shall treat any information it receives or possesses or acquires as result of this Terms and Conditions, as confidential and will not use such information other than for the purposes which it was given.
- 18.2 **Clause 18.1** shall not apply to information which :
- a) is or has at the time of use or disclosure become public knowledge without any breach of this Terms and Conditions by the parties;
  - b) is or has at the time of use or disclosure become generally known to companies engaged in the same or similar business(es) as the party on a non-confidential basis through no wrongful act of the party;
  - c) is lawfully obtained by a party from third parties without any obligation by the party to maintain the information as proprietary or confidential;
  - d) is known by a party prior to disclosure hereunder or pursuant to this Terms and Conditions without any obligation to keep it confidential and such information was not disclosed to it by the other party under this Terms and Conditions;
  - e) is independently developed by a party without reference to or use of the other party's Confidential Information; or
  - f) is required to be disclosed or divulged by any court, tribunal, governmental or authority with competent jurisdiction or by any statute, regulation or other legal requirement, takeover panel or other public or quasi-public body as required by law and where the Party is required by law to make such disclosure, the Party shall

give notification to the other Party as soon as practical prior to such disclosure being made to enable such Party to take any action it deems fit.

18.3 The obligations of confidentiality shall survive the termination of this Terms and Conditions.

18.4 Where payments from Line of Credit Accounts are permitted, the Parties hereby agree, covenant and undertake to ensure compliance at all times with the requirements of the Payment Card Industry Data Security Standard (PCI DSS) as may be applicable, including but not limited to the following:

- a) The Biller will use reasonable precautions, including but not limited to, physical security, software security, network security, secure coding practices, employee screening, training, supervision and appropriate agreements with the Biller's employees, to:
  - i. Prevent anyone other than HLBB/HLISB or HLBB/HLISB's authorised employees from gaining access to Cardholder Data (as defined in **Clause 18.4 (b)** below);
  - ii. Protect appropriate copies of Cardholder Data from loss, corruption or unauthorised alteration; and
  - iii. Abide by the confidentiality obligations under this Terms and Conditions in relation to confidential information.
- b) In the event data of Customers having Card Accounts ("**Cardholder Data**") comes into the control or possession of the Biller, the Biller will erase or destroy all media under its control containing copies of Cardholder Data not later than 3 days after the processing of such Cardholder Data, except where special circumstances warrants extended retention for which HLBB/HLISB's written is required for the same. For the purposes of this Terms and Conditions, to "**erase**" means to render the relevant data irrecoverable by any means according to PCI DSS requirements.

## 19 VARIATION AND WAIVER

- 19.1 HLBB/HLISB may vary, modify, substitute and/or supplement this Terms and Conditions (whether in part or otherwise) at any time by notice in writing to the Biller and such change shall take effect from the date specified in the notice. Such notices shall be communicated in the manner stipulated in **clause 23** hereof.
- 19.2 Any provisions herein cannot be waived except in writing signed by the party granting the waiver.
- 19.3 Any neglect, forbearance or indulgence on the part of HLBB/HLISB in exercising its rights herein shall in no way be deemed a waiver implied or otherwise as to such rights of HLBB/HLISB.
- 19.4 No failure or delay on the part of either party in exercising or any omission to exercise any right, power, privilege or remedy accruing to the other party under this Terms and Conditions shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or acquiescence in such default nor shall any action by either party in respect of any default or any acquiescence in any such default affect or impair any right, power, privilege or remedy of that party in respect of any other or subsequent default

## 20 SEVERABILITY

- 20.1 If the whole or any part of a provision of this Terms and Conditions is void, invalid, prohibited, unenforceable or illegal in any respect, the same shall be ineffective to the extent of such voidness, invalidity, prohibition, unenforceability or illegality without invalidating affecting or impairing in any manner whatsoever the remainder of the provision and/or the remaining provisions of this Terms and Conditions.

## 21 FORCE MAJEURE

- 21.1 HLBB/HLISB shall not be liable to the Biller for any loss or damage (including direct or consequential), for failure to observe or perform its obligations under this Terms and Conditions for any reason beyond HLBB/HLISB's control, including but not limited to, fire, earthquake, flood, epidemic, natural catastrophe, accidents, strikes, riots, civil disturbances, industrial disputes, sabotage, act of public enemy, embargo, war, strikes, acts of God or any factor in the nature of a force majeure or any failure or disruption to telecommunications, electricity, water or fuel supply.

**22 SET-OFF AND COUNTERCLAIM**

- 22.1 Without prejudice to any other rights or remedies HLBB/HLISB may have, HLBB/HLISB shall be entitled at its absolute discretion, to combine, consolidate or merge the Biller's designated account and any other accounts of the Biller of whatever nature with HLBB/HLISB with any liabilities of the Biller (whether such liability be present, future, actual, contingent, primary, secondary or collateral, secure or unsecured, several or joint) under any account, agreement or otherwise with HLBB/HLISB and set off or transfer any sum (whether in the same or different currencies) standing to the credit of any such account or Terms and Conditions in or towards the satisfaction of any of the Biller's liabilities with HLBB/HLISB under this Terms and Conditions or any other agreement with HLBB/HLISB.
- 22.2 The liability of the Biller to the Bank shall not be affected by any counterclaim or set-off in favour of the Biller against the Biller's customers.

**23 NOTICE**

- 23.1 Any notices required to be given in respect of JomPAY by HLBB/HLISB to the Biller may be given in any of the following manners as determined by HLBB/HLISB in its absolute discretion:
- a) by electronic mail to the Biller's last known e-mail address in HLBB's/HLISB records and such notices shall be deemed to be received by the Biller immediately after 24 hours from transmission; or
  - b) by facsimile to the Biller's last known facsimile number in HLBB's/HLISB records and such notices shall be deemed to have been received by the Biller 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 Biller's last address registered with HLBB/HLISB and shall be deemed received by the Biller five (5) Business Days from date of posting if sent by ordinary or registered post and two (2) Business Days from date of posting if sent by courier; or
  - d) by hand delivery, which shall be deemed received by the Biller upon written acknowledgement of receipt by an officer or other duly authorised employee or representative of the Biller; 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 Biller 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 notification or communication in any other reasonable or appropriate manner as deemed fit by HLBB/HLISB including telephone call and Short Messaging System (SMS).
- 23.2 Unless otherwise specifically provided under this Terms and Condition or where otherwise notified by HLBB/HLISB to the Biller from time to time, any and all notices, to be given hereunder by the Biller to HLBB/HLISB shall be in writing signed by the Biller's Authorised Person and may be given in any of the following manner:
- a) via any Approved Communication Channel to the Branch and to the Branch & Customer Support Section at the address stated below in **Clause 27** and such notices shall only be deemed to have been received by HLBB/HLISB in accordance with the time specified with respect to such Approved Communication Channel ; 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.

**24 CHANGE IN THE CONSTITUTION OF EITHER PARTY**

- 24.1 The liabilities and obligations created by this Terms and Conditions shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by incorporation, amalgamation, reconstruction, merger, liquidation, bankruptcy, winding-up or otherwise howsoever in the name, style, constitution or composition of



either party and it is expressly declared that no change of any sort whatsoever in relation to or affecting either party shall in any way affect the liabilities and obligations created by this Terms and Conditions in relation to any transaction whatsoever, whether past, present or future.

## **25 SUCCESSORS BOUND**

- 25.1 This Terms and Conditions shall be binding on the successors-in-title and permitted assigns of the Biller and the successors-in-title and assigns of HLBB/HLISB.
- 25.2 The Biller shall not assign the Biller's rights, title, interest and obligations under this Terms and Conditions without the prior written consent of HLBB/HLISB. HLBB/HLISB shall be at liberty at any time with or without notice to the Biller to assign and/or transfer all its rights, title, interest and obligations under this Terms and Conditions to any person or financial institution upon such terms as HLBB/HLISB deems fit and a statement therein of the amount due to HLBB/HLISB shall be conclusive and binding for all purposes against the Biller.

## **26 GOVERNING LAW**

- 26.1 The Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Biller agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.

## **27 ENQUIRIES & DISPUTE RESOLUTION**

- 27.1 Disputes, complaints, report of exposure or theft of any of the Security Codes or for assistance in relation to JomPAY are to be directed to HLBB/ HLISB at:
- Hong Leong Bank Berhad / Hong Leong Islamic Bank Berhad  
Client Services, Transaction Banking Business & Corporate Banking  
Level 10, Menara Hong Leong  
No 6 Jalan Damanela, Bukit Damansara 50490 Kuala Lumpur, Malaysia.  
Telephone No: 603 7661 7777  
Fax No: 03 – 2081 8934  
Email Address: cmp@hlbb.hongleong.com.my
- 27.2 In the event the Biller wishes to report an unauthorised transaction effected on the Biller's account in HLBB/ HLISB, the Biller 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 Payer's name;
  - b) details of the Biller's 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 Biller believes that the transaction is unauthorised or is a disputed transaction.

## **28 GOVERNMENT TAXES AND/OR STATUTORY/REGULATORY IMPOSED CHARGES, FEES, ETC.**

- 28.1 The fees and all other monies to be paid by the Biller to HLBB/HLISB under this Terms and Conditions, including any amount representing reimbursements to be paid by the Biller 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.
- 28.2 In the event the Biller is required by law to make any deduction or withholding from the fees and/or all other monies payable to HLBB/HLISB under this Terms and Conditions in respect of any Tax or otherwise, the sum payable by the Biller in respect of which the deduction or withholding is required shall be increased so that the net Fees 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.
- 28.3 The Biller shall in addition to the fees and 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 Biller directly to any Appropriate Authority, which Biller shall remit directly to the Appropriate Authority .

- 28.4 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 this Terms and Conditions by HLBB/HLISB, a corresponding adjustment may at HLBB/HLISB's discretion be made as between HLBB/HLISB and the Biller and in such event, any payment necessary to give effect to the adjustment shall be made.
- 28.5 All Tax as shall be payable by the Biller to HLBB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by the Bank.
- 28.6 the Biller 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 this Term and Conditions, the Biller agrees to provide its fullest cooperation to HLBB/HLISB in assisting HLBB/HLISB in complying with its obligations under the relevant laws.
- 28.7 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 this 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.

## **29 INCONSISTENCIES OR CONFLICT**

- 29.1 For the avoidance of doubt, the provisions in Part 1 of this Terms and Conditions shall prevail in the event of any inconsistency or conflict between the provisions of Part 1 of this Terms and Conditions with the provisions of Part 2 of this Terms and Conditions.

## **30 HONG LEONG BANK BERHAD / HONG LEONG ISLAMIC BANK BERHAD**

- 30.1 For the avoidance of doubt, transactions initiated by Payers of amounts owing to Hong Leong Bank (Company No. 97141-X) ("HLBB") / Hong Leong Islamic Bank (Company No. 686191-W) ("HLISB") in respect of payments from its/ their CASA or Line of Credit Accounts in HLBB/ HLISB, shall, for the purposes of this Terms and Conditions, be deemed to be transactions by Payers of HLBB/HLISB and constitutes an On-Us transaction for HLBB/HLISB which will be carried out outside the Scheme and HLBB hereby confirms it has authority from HLISB to carry out transactions and services on HLISB's behalf and HLISB hereby confirms it has authority from HLBB to carry out transactions and services on HLBB's behalf.

## **31 BILLER WITH MORE THAN ONE BILLER BANK**

- 31.1 In a situation where the Biller enters into agreements with more than one Biller Bank, then if the Biller's access to the Scheme and the Scheme is terminated by the Scheme Operator and/or the said access is terminated and/or the said agreements are terminated by all such Biller Banks, then **Clause 5.8** hereof shall apply unless informed to the contrary, depending on the facts and circumstances of the case. In the event of a suspension or termination of such access or one or more of the relevant agreements by the Scheme Operator or another Biller Bank (as the case may

be), the provisions of **Clause 12** may apply in respect of this Terms and Conditions, if the Biller is informed accordingly and/or depending on the facts and circumstances of the case.

### **32 PENALTIES**

- 32.1 The Biller understands and agrees that any breach or non-compliance by the Biller with this Terms and Conditions may result in penalties being imposed on the Biller by HLBB/HLISB as deemed to be appropriate by HLBB/HLISB for the nature of a specific breach or non-compliance and communicated by HLBB/HLISB to the Biller from time to time.

### **33 INTERPRETATION**

- 33.1 Words importing the masculine gender shall include the feminine and neuter genders and vice versa. Words applicable to natural persons include any body, person, company, corporation, firms or partnerships, corporate or otherwise and vice versa.
- 33.2 Words importing the singular shall include the plural number and vice versa.
- 33.3 The headings and sub-headings in this Terms and Conditions are inserted for purposes of convenience and easy reference and shall not be deemed to be part of or taken into consideration in the interpretation of this Terms and Conditions.

\*\*\*\*\* End Of Document \*\*\*\*\*

#### **(E) SUBMIT FORM** Menyerah Borang

*Please ensure that Section (C) has been digitally signed before you click on the submit button (or) kindly print out this form and revert the signed copy to Bank for processing*

Sila pastikan Seksyen (C) telah ditandatangani secara digital sebelum anda mengklik pada butang 'Submit' (atau) sila cetak borang ini dan kembalikan salinan yang telah ditandatangani kepada Bank untuk diproses

*Please click on the 'submit' button to direct email the filled form to [cmp@hlbb.hongleong.com.my](mailto:cmp@hlbb.hongleong.com.my)*  
Sila tekan pada butang 'Submit' untuk menghantar langsung borang yang telah diisi kepada [cmp@hlbb.hongleong.com.my](mailto:cmp@hlbb.hongleong.com.my)