

## Terms & Conditions for the use of HLB Pocket Connect Mobile Application

(Last update 7 August 2020)

Dear parent/legal guardian, as the primary accountholder of Junior Account, you are responsible for managing the personal details and use of Pocket Connect of the beneficiary of the Junior Account, who is a child under the age of 18. If you allow your child to use and access Pocket Connect, then the following Terms and Conditions would apply to you and you are responsible for your child's activity on the Pocket Connect. Please ensure you read this document very carefully before granting your child permission to access or use Pocket Connect.

### 1.0 General

- 1.1 The following terms and conditions ("**Terms and Conditions**") shall govern the access to and use of Pocket Connect and the Services made available by Hong Leong Bank Berhad ("**HLB**") or Hong Leong Islamic Bank Berhad ("**HLISB**") on Pocket Connect, which are accessible via handheld electronic devices such as smartphones and/or tablets.
- 1.2 The access or use of Pocket Connect and/or the Services by you or any child under your parental responsibility/guardianship shall constitutes your agreement to be bound by these terms. If you do not agree to these terms, you or any child under your parental responsibility/guardianship shall not or shall immediately discontinue the access or use of Pocket Connect.
- 1.3 These terms are to be read together as a whole with the General Terms and Conditions of Accounts for Deposits and Islamic Banking Deposits, Hong Leong Debit Card Terms and Conditions, Terms and Conditions for Hong Leong Connect, any other applicable terms and conditions governing all products and services of HLB/HLISB and any other relevant terms and conditions as HLB/HLISB may impose from time to time (by giving you prior notice) ("**Other Terms**"). Where there is a conflict between these Terms and Conditions and the Other Terms on the usage of Pocket Connect and the Services, these Terms and Conditions shall prevail to the extent of such contradiction.

## 2.0 Definition and Interpretation

### 2.1 Definition

The following definitions apply unless otherwise stated:

Terms/Expressions	Meaning
“Connect”	Internet banking services provided by HLB/HLISB to enable you to perform banking transactions with the use of a personal computer terminal or any electronic device through the Internet browser.
“Customer”	The parent/legal guardian and their child.
“Junior Account” or “Account”	The “Adult for Child” junior banking account/in-trust account offered by HLB/HLISB, included Hong Leong 3-in-1 Junior Account, Hong Leong 3-in-1 Junior Account-i, Hong Leong Junior Savings Account and Hong Leong Junior Savings Account-i, whereby the parent/legal guardian is the primary accountholder and the child is the beneficiary of the account.
“Login PIN”	A 6-digits code created by your child when registering for Pocket Connect or when your child resets their Pocket Connect account after your child has forgotten his/her Login PIN. Login PIN is required by HLB/HLISB to identify your child before granting your child access to Pocket Connect.
“Nickname”	Your child’s displayed name on the Pocket Connect app, which your child can customise via Profile Setting in Pocket Connect.
“Pocket Connect”	A mobile application to be downloaded onto smart phone, tablet or other electronic devices (which are capable of supporting mobile app) which enables you or your child to access the Services.
“Pocket Connect Parent Portal”	The pocket money management facility made available on your Connect account, which enables you to manage your child’s Pocket Connect account.
“Privacy Notice”	HLB/HLISB’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLB/HLISB. These policies and principles may be amended from time to time and made available at the HLB/HLISB websites respectively.
“Services”	Pocket money management facility provided in Pocket Connect and the Pocket Connect Parent Portal, which help you and your child to collaboratively manage pocket money in a safe and educational environment.
“TAC”	“Transaction Authorisation Code” is a unique 6-digit code sent to your mobile number registered with HLB/HLISB, which needs to be entered by you to authorise Your Child to register and reset the Pocket Connect account.

## 2.2 Interpretation

- (a) Words indicating the singular shall include the plural and vice versa and those indicating 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 'you' or 'the Customer', the instructions, agreements, undertakings, obligations that are 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 jointly and separately and binding upon these two or more persons
- (c) For Islamic products offered by HLISB, where applicable;
  - i. Account shall be read as/replaced with Account-i; and
  - ii. Debit Card shall be read as/replaced with Debit Card-i.

## 3.0 Eligibility and Registration for Pocket Connect

- 3.1 You must be eighteen (18) years of age and have an active Junior Account with HLB/HLISB. If you do not have a Junior Account, you can open one at any HLB/HLISB branch, subject to the relevant product's terms and conditions.
- 3.2 Your child, who is the beneficiary of the Junior Account, must be seven (7) years of age and below eighteen (18) years, with a valid MyKid or MyKad, who is the beneficiary of the Junior Account.
- 3.3 HLB/HLISB shall accept or reject your registration subject to you satisfying the requirements for Pocket Connect registration, including items 3.1 and 3.2 above.
- 3.4 You must be a registered Connect user in order for your child to fully utilise the Services on Pocket Connect and manage and customise your child's Junior Account and Pocket Connect settings. To register as a Connect user, visit [www.hongleongconnect.my](http://www.hongleongconnect.my)

#### **4.0 Mobile Device Requirements and Internet/Mobile Network Access**

- 4.1 Pocket Connect can only be accessed on personal electronic devices that meets the required hardware and software specifications and configurations as specified on HLB/HLISB's website at [www.hlb.com.my](http://www.hlb.com.my). Such personal electronic device also needs to:
- (a) have internet or mobile network connectivity; and
  - (b) have sufficient storage space to receive communications sent by HLB/HLISB and support the operating of the Pocket Connect.
- 4.2 You shall be responsible to install, maintain and ensure the security of the personal electronic devices (including installing the necessary anti-spyware and firewalls), and internet/data connection used to access Pocket Connect. HLB/HLISB shall not be responsible for any loss, damage or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion due to your failure to ensure the security of the personal electronic devices and internet/data connection used to access Pocket Connect.
- 4.3 Accessibility to Pocket App shall be through a network service provider and such access will be subject to the terms and conditions agreed upon by you and your network service provider.
- 4.4 A TAC will be required when registering for and resetting Pocket Connect. You shall be responsible to ensure that your contact details with HLB/HLISB are updated and you have access to the mobile number registered with HLB/HLISB to receive the TAC. Any TAC delivered to you is dependent on the availability and quality of service and on the terms and conditions as agreed between you and your mobile network service provider. HLB/HLISB shall not be responsible for any loss or expense incurred by you or any third party from any delay or failure in receiving the TAC.

#### **5.0 Gaining Access to Pocket Connect**

##### **5.1 First Time Registration**

- (a) You may register for Pocket Connect on behalf of your child through a registration process by entering your child's MyKid or MyKad number (as applicable), followed by TAC verification.
  - (b) You will also have to acknowledge that you have read and accept these Terms and Conditions.
  - (c) Upon successful verification and subsequent to having acknowledged reading and accepting these Terms and Conditions, your child will be required to create a Login PIN for your child to access to Pocket Connect.
- 5.2 Pocket Connect may be downloaded on a maximum of five (5) mobile and/or devices and link to his/her Pocket Connect account, using the same PIN to login and access from these devices.
- 5.3 The Pocket Connect account will become dormant if there is no login activity within a 12-months period.

- 5.4 If your child forgets the Login PIN or if the Pocket Connect account has become dormant due to inactivity you/your child will have to reset the Pocket Connect account.
- 5.5 You and your child are aware and agree that HLB/HLISB uses the Login PIN to identify you and that it is your responsibility to ensure that the Login PIN is kept secure and exercise reasonable care to prevent unauthorised access and/or use of the Pocket Connect account.
- 5.6 It is your responsibility to ensure that once your child is logged on to Pocket Connect, the devices from which your child has accessed Pocket Connect shall not be unattended at any time nor should anyone else be allowed to use the said device until your child has properly logged off at the end of each session.

## **6.0 Availability of Services**

- 6.1 Pocket Connect and Pocket Connect Parent Portal is available seven (7) days a week and from 12:10 a.m. to 11:55 p.m. daily unless HLB/HLISB notifies the Customer otherwise or for any reason beyond the control of HLB/HLISB. During the period between 11:55 p.m. to 12:10 a.m. daily, the Customer will only be able to view their Junior Account balance. However, HLB/HLISB does not warrant that Pocket Connect and/or Pocket Connect Parent Portal will be available at all times.

## **7.0 Instructions**

- 7.1 Transactions and instructions performed by you via Pocket Connect Parent Portal is subject to the Terms and Conditions of Connect.

## **8.0 Suspension or Termination of Pocket Connect**

- 8.1 HLB/HLISB reserves the right to suspend, deny or terminate the Customer's access to Pocket Connect or any part of the Services without being obliged to provide any written notice of the reason for the same if HLB/HLISB has detected potential unauthorised access to Pocket Connect and/or the Services or if the Customer's access to you/your child access to Pocket Connect is suspected to be inconsistent with any law or any rules or regulations which HLB/HLISB is subject to. HLB/HLISB will inform you of such suspension or blockage as soon as practicable, subject to any legal and/or regulatory restrictions.
- 8.2 HLB/HLISB will automatically terminate the Customer's Pocket Connect account when the Customer no longer maintains any Junior Account with HLB/HLISB which can be accessed through Pocket Connect.

## 9.0 Your Responsibilities

### 9.1 Accuracy of Information

You warrant that all the information you provide to HLB/HLISB with for the purpose of registering Pocket Connect for your child is true, complete and current.

### 9.2 Security Details

You agree that you/your child shall take all precautions to ensure and prevent unauthorised and fraudulent use of the Pocket Connect account or any part of Pocket Connect using measures including but not limited to the following:

- (a) it is your responsibility to ensure that your child's Login PIN is kept secret at all times, is not accessible to any person other than you/your child and is not disclosed to anyone (including the employees of HLB/HLISB);
- (b) you are to ensure that the device (mobile or tablets) that your child is using to access Pocket Connect will not allow recording of your child's activities on Pocket Connect;
- (c) you must unbind your child's device with Pocket Connect immediately via the Pocket Connect Parent Portal in the event loss of the mobile or tablet device used to access Pocket Connect; and
- (d) you also need to ensure Your Child changes his/her Login PIN on a periodical basis.

### 9.3 Frequently Asked Questions (FAQ)

You are to read and ensure that you/your child understand the Pocket Connect FAQ before you/your child usage of Pocket Connect by you/your child. You/your child should not use Pocket Connect in the presence of any other person.

### 9.4 Balances in Accounts

You are to regularly check and carefully monitor the Customer's Junior Account and check the balances. You are to immediately inform HLB/HLISB of any inaccuracy or irregularity in any of the Customer's Junior Account.

### 9.5 Uploading images and other material

Your child will be able to create a Nickname and upload a profile photo to customise his/her Pocket Connect account. In doing so, you shall ensure that the Nickname and profile picture uploaded shall not:

- (a) be unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable;
- (b) includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (c) infringe upon patents, trademarks, trade secrets, copyrights or other proprietary rights.

HLB/HLISB reserves the right to delete/remove any Nickname or profile picture uploaded onto Pocket Connect that is deemed inappropriate by HLB/HLISB (including but not limited to cases where there is an infringement of any 3rd party intellectual party rights) and HLB/HLISB shall not be responsible for any loss and damages arising out of the removal of your child's Nickname and profile picture.

## 10.0 HLB/HLISB's Liability to You

- 10.1 We provide no warranty, whether expressly or implied, of any kind in relation to Pocket Connect, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are hereby excluded.
- 10.2 HLB/HLISB does not warrant that the Customer's access to Pocket Connect and/or the Services, or its content, will be delivered uninterrupted or error-free, or that the Services will be free from viruses or other harmful properties.
- 10.3 While HLB/HLISB has taken every measure we can to prevent Internet fraud and to ensure that any data collected from the Customer is kept safe and secure, in the extremely unlikely event of a breach in HLB/HLISB's secure computer servers, HLB/HLISB cannot be held liable.
- 10.4 Under no circumstances will HLB/HLISB be held liable for any direct, indirect, incidental or other kind of loss or injury resulting from the Customer's use, or downloading of any content on Pocket Connect and/or the Services.
- 10.5 HLB/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) you/your child has acted fraudulently; or
  - (b) you/your child has failed to carry out your responsibilities specified in these Terms and Conditions.
- 10.6 HLB/HLISB reserves the right to institute legal action and/or any other proceedings HLB/HLISB deems necessary including lodging such reports as appropriate or necessary with the relevant regulatory authorities, against you if you delay, obstruct and/or withhold vital information from HLB/HLISB, making or attempting to make false claims in respect of any transaction, publish false claims on traditional or social media, and/or lodge false police reports with respect to any transaction.

## 11.0 Your Personal Information

- 11.1 HLB/HLISB is committed to protecting the Customer's privacy. The Privacy Notice sets out how we will use the Customer's Personal Data. When the Customer submits Personal Data, you are giving your consent to the collection, use and disclosure of the Customer's Personal Data as set forth in HLB/HLISB's Privacy Notice at [www.hlb.com.my/privacynotice](http://www.hlb.com.my/privacynotice).



## **12.0 Changes to the Services and to these Terms and Conditions**

- 12.1 HLB/HLISB may, by giving you notice in accordance with Clause 15, introduce additional Services or vary the scope and extent of the Services and their features. Any additional Services shall be on these Terms and Conditions, and additional terms and conditions (if any) as may be prescribed by HLB/HLISB by providing notice to you.
- 12.2 HLB/HLISB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving you prior notice and such variations, modifications, deletions or additions shall take effect upon the date specified by HLB/HLISB in such notice. In the event you are not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, the Customer may discontinue the service immediately. The Customer's continued access and/or use of the relevant Service shall be deemed as your agreement and binding acceptance of the same.

## **13.0 Third Party Links**

- 13.1 The Services may provide links to third party services or may reference third party services and/or educational resources for you to access at your own discretion. Please note that access to the content of any third party websites or resources may be subject to terms and conditions imposed by the owner of that content which you should review before interacting via such websites or providing such third parties with information about yourself. HLB/HLISB does not endorse or accept any responsibility for the content of any third party websites and/or educational resources.

## **14.0 Ownership of Intellectual Property Rights**

- 14.1 The copyright in relation to the Pocket Connect and the Pocket Connect Parent Portal is owned by HLB/HLISB. No part or parts hereof may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, framed or transmitted in any manner or by any means or stored in an information retrieval system without the prior written permission of HLB/HLISB save as provided in these Terms and Conditions. You also may not, without HLB/HLISB's permission, insert a hyperlink to this website on any other website, frame or "mirror" any material contained on Pocket Connect and the Pocket Connect Parent Portal on any other server.
- 14.2 All text, graphics, images, art, photos, video or other multimedia work or any combination thereof available on Pocket Connect and the Pocket Connect Parent Portal are at all times protected by copyright, trademarks and service marks and any other applicable intellectual property or proprietary rights, all of which are the property of HLB/HLISB and where applicable, third party proprietors. No right or licence is given to any party accessing Pocket Connect and the Pocket Connect Parent Portal to download, reproduce or use any such content. No trade mark or service mark displayed on Pocket Connect and the Pocket Connect Parent Portal may be used as a link to any other site unless establishment of such a link and use of such trade mark or service mark is approved in advance by HLB/HLISB in writing.



## 15.0 Notices

- 15.1 If you have a Connect account, any notices required to be given in respect of Pocket Connect by HLB/HLISB to you, or if you wish to send any notices to HLB/HLISB, it shall be given in accordance with the terms and conditions of Connect.
- 15.2 If you do not have a Connect account, any notices required to be given in respect of Pocket Connect by HLB/HLISB to you may be given in any of the following manner as deemed suitable by HLB/HLISB;
- (a) by electronic mail to your last known e-mail address in HLB/HLISB's records and such notices shall be deemed to be received after twenty-four (24) hours from transmission; or
  - (b) by SMS through the Mobile Network Service Provider to your last known mobile phone number in HLB/HLISB records and such notices shall be dependent on the terms and conditions of the Mobile Network Service Provider and the connectivity status of your mobile phone, and shall be deemed to be received within twenty-four (24) hours from transmission; or
  - (c) by ordinary post or registered post or courier sent to or left at your last address registered with HLB/HLISB and shall be deemed received by you within seven (7) business days from posting if sent by ordinary or registered post and within two (2) business days from sending if sent by courier; or
  - (d) by displaying the notices at the HLB/HLISB's branch premises or HLB/HLISB's website and such notices shall be deemed effective upon such display; or
  - (e) by way of advertisement or general notice in one major national newspaper and the notice shall be deemed to be effective from the date of such notice or the date specified in the notice, as the case may be.
- 15.3 If you do not have a Connect account and you wish to send any notices (except Instructions) to HLB/HLISB, it may be given via the method listed under Clause 19.2 ("**Approved Communication Channel**").
- 15.4 You shall promptly inform HLB/HLISB of any changes to your personal details, your mobile numbers or your electronic mail, correspondence and/or residential address in writing or via an Approved Communication Channel.

## 16.0 Reconstruction of HLB/HLISB

- 16.1 These Terms and Conditions will continue to be valid and binding for all purposes, despite a change in HLB/HLISB constitution including by amalgamation, reconstruction, consolidation, merger or otherwise.

## 17.0 Severability and Waiver

- 17.1 If any provision herein is or becomes illegal, invalid, prohibited or unenforceable under any applicable laws, the remaining provisions which remains in full force and effect shall not be invalidated.
- 17.2 If HLB/HLISB fail, at any time during the term of a contract, to insist upon strict performance of any of Your/Your Child's obligations under any of these Terms and Conditions, or if HLB/HLISB fail to exercise any of the rights or remedies to which it is entitled under these Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 17.3 A waiver by HLB/HLISB of any default shall not constitute a waiver of any subsequent default.
- 17.4 No waiver by HLB/HLISB of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 18.0 Applicable Law and Jurisdiction

- 18.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 18.2 Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

## 19.0 Customer Services and Dispute Resolution

- 19.1 If you have any queries or require any assistance, please refer to our Customer Service at:
- (a) Tel: 603-7626 8899; or
  - (b) Fax: 603-7946 8888
- 19.2 In the event you have any complaints or disputes, please specify the nature of your complaint or dispute and refer the matter via:
- (a) ordinary/registered/courier mail to:  
**PFS Digital, Hong Leong Bank,**  
Level 23A, Menara Hong Leong,  
No. 6, Jalan Damanlela, Bukit Damansara,  
50490, Kuala Lumpur, Malaysia.
  - (b) online feedback form available at [www.hlb.com.my](http://www.hlb.com.my) / [www.hlisb.com.my](http://www.hlisb.com.my)
  - (c) email to [HLOnline@hlbb.hongleong.com.my](mailto:HLOnline@hlbb.hongleong.com.my)