

TERMS AND CONDITIONS FOR HLB BUSINESS INTERNET BANKING

Last Updated: September 2026

The following sets out the terms and conditions upon which Hong Leong Bank Berhad (“**HLB**”)/Hong Leong Islamic Bank Berhad (“**HLISB**”) will provide HLB Business Internet Banking to the Customer (“**Terms and Conditions**”).

Please read and understand these Terms and Conditions. By using and continuing to use HLB Business Internet Banking, the Customer represents, warrants and undertakes that they have read, understood and agreed to be bound by these Terms and Conditions including any additions or amendments as may be made thereto by HLB/HLISB at any time with prior written notice, and to use HLB Business Internet Banking in a responsible manner. If the Customer does not agree to any or all of these Terms and Conditions, they may terminate their subscription and immediately discontinue all access to HLB Business Internet Banking, in accordance with Clause 14.7. All questions that the Customer may have concerning these Terms and Conditions shall be directed to HLB/HLISB in the manner stated in Clause 16.2 herein.

(A) TERMS & CONDITIONS**1.0 Definitions and Interpretation****1.1 Definitions**

The following terms and expressions carry the meanings assigned to them as follows unless the context otherwise requires:

Terms/Expressions	Meaning
“ABC Policy”	refers to the HLBG Anti-Bribery and Corruption Policy which is available at the HLB/HLISB’s Website.
“Account(s)”	means any account(s) opened and maintained with HLB/HLISB.
“Admin ID”	means the access identification issued by HLB/HLISB to the Customer’s System Administrator(s) and System Authorizer(s), which, together with the Password, enables the Customer to access HLB Business Internet Banking and to enable the Customer to create and/or assign Users.
“Affiliates”	means in relation to an entity, any corporation that controls, is controlled by, or is under common control with the entity. For the purposes of these Terms and Conditions, “control” means the ownership directly or indirectly of more than fifty percent (50%) of the voting rights in a company or other legal 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.
“Biometric Authentication”	means authentication using Biometric Data as a means to access HLB Business Internet Banking through a Mobile Device.
“Biometric Data”	means any unique biological characteristic or trait that verifies the Customer’s/User’s identity such as the Customer’s/User’s fingerprint or facial identification that is stored on the Customer’s/User’s Mobile Device.
“BNM”	means Bank Negara Malaysia.
“Business Day”	means a day which HLB/HLISB is open for business in Kuala Lumpur, Malaysia.
“Customer”	refers to a party who maintains an Account(s) with HLB/HLISB and is registered with HLB/HLISB for HLB Business Internet Banking, which expression shall include its Users and successors-in-title.
“eToken”	means an electronic token accessed through the business mobile application installed on a User’s Mobile Device for login and transaction authentication purposes.
“End User(s)”	means any one or more of the Customer’s authorized employees and/or agents who have been assigned a User ID by the Customer to access to HLB Business Internet Banking for and on behalf of the Customer.
“FX”	means foreign exchange.
“Foreign Exchange Transaction” or “FX Transaction”	means the transaction between HLB/HLISB and the Customer, where one currency is sold or bought against another currency at an FX Rate on the date of trade or at a specified future date. Such transactions can be booked either via HLB Business Internet Banking or HLB’s/ HLISB’s Global Markets department/division.
“FX Rate”	means the rate of exchange offered by HLB/HLISB where one currency will be exchanged for another currency or one currency is sold or bought against another currency.
“HLB”	refers to Hong Leong Bank Berhad (193401000023 (97141-X)) and includes all its successors-in-title and assigns.
“HLB Business Internet Banking”	means the internet/electronic banking facilities and/or services provided by HLB/HLISB (which may include cash management services, collection services and Trade Services) known by any name designated by HLB/HLISB (such as HL ConnectBiz, HLB ConnectFirst or HLB ConnectPro) for business banking customers to perform banking services through the internet/electronic means via the use of a computer terminal, a Mobile Device (as defined in these Terms and Conditions) and/or other electronic device which the Customer may access upon the correct input of Security Codes.
“HLBG”	means HLB and/or its subsidiaries.
“HLISB”	refers to Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) and includes all its successors-in-title and assigns.
“HLB/HLISB’s Website”	(a) in the case of HLB: https://www.hlb.com.my

	(b) in the case of HLISB: https://www.hlisb.com.my
“HLB/HLISB Whistleblowing Policy”	means the HLB/HLISB Whistleblowing Policy that provide an avenue for all employees of HLB/HLISB, and any (legal or natural) person to raise genuine concerns about any improper conduct or wrongful act that is committed involving HLB/HLISB and/or persons associated with HLB/HLISB through the HLB/HLISB whistleblowing channel on a confidential basis, which is available at: • https://www.hlb.com.my/WBPolicy • https://www.hlisb.com.my/WBPolicy
“IBG”	refers to Interbank GIRO, an inter-bank fund transfer system integrated with Payments Network Malaysia Sdn Bhd that facilitates payments and collections via the exchange of digitized transactions between banks.
“Instructions”	means any request, application, authorization or instruction given by the Customer/User to HLB/HLISB, pertaining to the Account(s) or any other Services initiated through HLB Business Internet Banking.
“Malware”	refers to computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilize computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
“Mobile Device”	means any mobile electronic or telecommunication device, including without limitation, mobile phones, smartphones or tablets, that may be used to access HLB Business Internet Banking.
“Mobile Network Service Provider”	means any of the registered mobile network service providers providing mobile phone services.
“Network Service Provider”	means any internet service provider providing connection to the internet.
“Parties”	means the Customer and HLB/HLISB and the term “Party” shall mean anyone of them.
“Password”	means a list of alphanumeric and special characters created by the User during first time registration or when the User resets HLB Business Internet Banking after the User has forgotten the User’s User ID/Password, that is required to access HLB Business Internet Banking.
“Payment Authorizer”	means a User who is authorized to perform inquiries and authorize transactions on behalf of the Customer.
“Payment Maker”	means a User who is authorized to perform inquiries and initiate transactions on behalf of the Customer.
“Personal Data”	means personal data as defined under the Personal Data Protection Act 2010.

“Physical Token”	A physical token device issued by HLB/HLISB to the Customer for login and transaction authentication purposes.
“PIN Mailer”	means the document containing the Temporary Password to gain access to HLB Business Internet Banking issued by HLB/HLISB to the Customer, sent physically or electronically through email.
“Privacy Notice”	means 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 with prior written notice and are made available at HLB/HLISB’s Websites respectively.
“Related Business Account(s)”	means any and all accounts that any of the Customer’s Affiliate maintains with HLB/HLISB and for which HLB 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 HLB/HLISB provided that HLB/HLISB has received the written authorization of the relevant Customer’s Affiliate in accordance with the constitution of the Customer’s Affiliate and all other relevant supporting documents required by HLB/HLISB.
“RENTAS”	means Real Time Electronics Transfer of Funds and Securities Systems, Malaysia’s real time gross settlement system for inter-bank funds transfer, a securities settlement system and a scripless securities depository for all unlisted debt instruments.
“Security Codes”	means the security credentials used to identify the Customer when the Customer/User accesses and utilizes HLB Business Internet Banking, which includes the User ID, Passwords, codes generated by the Security Device or such other devices approved by HLB/HLISB and any other security codes that HLB/HLISB may issue/implement from time to time with prior notice to the Customer.
“Security Device”	means the Physical Token or eToken.
“Security Phrase”	means an additional security layer that verifies the authenticity of the Customer’s HLB Business Internet Banking login.
“Services”	means the banking products and/or services made available to the Customer by HLB/HLISB through HLB Business Internet Banking as the context may require.
“System Administrator(s)”	means the User who is authorized by the Customer to act on behalf of the Customer as the system administrator to perform system and user maintenance within HLB Business Internet Banking.
“System Authorizer(s)”	means the User who is authorized by the Customer to act on behalf of the Customer as the system authorizer to approve the system and user maintenance within HLB 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, any other taxes by whatever name called, and any interest, fines or penalties in that respect.
“Temporary Password”	means a unique string of alphanumeric characters issued by HLB/HLISB to the Customer via PIN Mailer to gain temporary access to HLB Business Internet Banking.
“Terms and Conditions”	means these Terms and Conditions and shall include any additions or amendments which may be made by HLB/HLISB from time to time.
“Trade Services”	refers to the services made available online via HLB 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 (both terms are defined under Clause 26.3 below). HLB/HLISB may add or remove any of the services in its absolute discretion at any time and from time to time.
“Transactions”	means the transactions made available through HLB 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 HLB/HLISB at any time and from time to time.
“User”	means a person and/or an End User who is duly authorized by the Customer to act for and on behalf of the Customer in regards to matters concerning HLB Business Internet Banking and who has been assigned a User ID for that purpose (including but not limited to System Administrator, System Authorizer, Payment Maker and Payment Authorizer): (a) to operate the Account(s) and issue Instructions to HLB/HLISB through HLB Business Internet Banking; and (b) to use the Security Device (or Security Devices if more than one User) on behalf of the Customer through HLB Business Internet Banking. Reference to the User shall include such person(s) which the Customer may appoint or substitute from time to time.
“User ID”	means a unique name made up of a string of alphanumeric characters issued by HLB/HLISB to the User, which must be keyed in by the User together with the Security Codes in order to gain access to HLB Business Internet Banking.
“User Guide”	means the guide or guides issued by HLB/ HLISB to the Customer containing operating instructions for access to HLB Business Internet Banking and the services made available through HLB Business Internet Banking and shall include any

	amendments, variations and other user guides as may be issued by HLB/HLISB from time to time.
--	---

1.2 Interpretation

- (a) Words indicating the singular shall include the plural and vice versa.
- (b) Words indicating the masculine gender shall include the feminine and neuter gender and vice versa.
- (c) Where there are two or more persons comprised in the term "the Customer" or "the User", 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.

2.0 Customer's Responsibilities

2.1 The Customer agrees that the Customer shall be responsible over each User and shall take all precautions to safeguard the Physical Token, Mobile Device used by the User to access the eToken and Security Codes. The Customer shall ensure, and shall procure the User to ensure, that neither the Customer nor the User engages in any unauthorized or fraudulent use of HLB Business Internet Banking. The Customer shall implement protective security measures, including but not limited to the following:

- (a) the Security Codes and Biometric Data of the Customer/User must be kept as secret at all times, shall not be accessible to any person other than the Customer/User, and shall not be disclosed or exposed to any person (including their family members, friends, employees, and also any employees of HLB/HLISB) under any circumstances or at any time;
- (b) the Security Codes should not be written down in any form or manner which may be deciphered by anyone. Any advice sent to the Customer/User containing the Security Codes, must be destroyed immediately after the Customer/User has read it. Any email or mobile text message requesting for the Security Codes is to be reported to HLB/HLISB immediately by contacting HLB/HLISB's Contact Centre;
- (c) the equipment or Mobile Device from which the User uses to access HLB Business Internet Banking will not allow recording of the User's activities and that the necessary anti-spyware, anti-virus and firewalls are installed and up-to-date;
- (d) the Customer shall ensure that the User accesses the correct internet browser address ("URL") for HLB Business Internet Banking and that the User has checked and confirmed that the correct Security Phrase is displayed before entering Password when logging on to HLB Business Internet Banking;
- (e) the User shall not provide the Security Codes to any unsolicited or suspicious e-mail, SMS, website or mobile application, except the correct official URL for HLB Business Internet Banking. The Customer/User must never access HLB Business Internet Banking through hyperlinks received from such unsolicited sources;
- (f) the User shall not utilize or access HLB Business Internet Banking through Internet cafes or any public places offering Internet services;

- (g) the User will change the Password on a periodical basis or when requested to by HLB/HLISB from time to time;
- (h) the Customer shall ensure that the User is properly logged off at the end of each session or not leave the computer terminal unattended;
- (i) the Customer/User should not allow anyone to use HLB Business Internet Banking of the Customer, or carry out any Instructions via HLB Business Internet Banking or use HLB Business Internet Banking in the presence of any other unrelated person;
- (j) it is the responsibility of the Customer to ensure at all times that no one, including at the User's place of residence, has access to the HLB Business Internet Banking of the Customer. Once the User has logged on to HLB Business Internet Banking, the User must not leave the computer terminal, Mobile Device and/or other electronic device, from which the User has accessed HLB Business Internet Banking, unattended at any time or let anyone else use such computer terminal, Mobile Device and/or other electronic device until the User has properly logged off at the end of each session;
- (k) that the Security Device and Security Codes are issued solely for the Customer/User(s)' use and shall not be transferred, pledged or otherwise used as security in any form nor shall the Customer/User(s) part with the use of the same to any other person;
- (l) the Customer will remove access rights and notify the HLB/HLISB immediately of any actual or suspected impropriety on the part of any User in connection with the use of HLB Business Internet Banking or where a User is no longer authorized to access HLB Business Internet Banking due to termination or expiry of its employment with the Customer or otherwise; and shall NOT register any third party(ies)'s biometrics in the User's Mobile Device registered with the HLB/HLISB eToken, as it will be recognized by the Mobile Device as the Customer's biometrics. By doing that, such third party(s) will be able to access the eToken application. HLB/HLISB shall not be held responsible for such access or any losses or damages incurred by the Customer as a result of such third-party access;
- (m) it is the responsibility of the Customer/User to update the browser and operating system to the latest version to access the URL for HLB Business Internet Banking, and update the HLB Business Internet Banking App on Mobile Device or other electronic device as and when updates are made available on the Mobile Device's or other electronic device's official supported app store;
- (n) before sharing data with HLB/HLISB or any parties, the User shall read the Privacy Notice to understand how it will be collected, used, and protected;
- (o) if the Customer/User receives data or information through HLB Business Internet Banking which is not intended for the Customer/User, the Customer/User is to immediately report to HLB/HLISB by contacting HLB/HLISB's Contact Centre and delete the said data or information; and
- (p) to require the Customer/User to regularly read security tips and warnings posted on HLB/HLISB's Website;
- (q) to require the Customer/User to inform HLB/HLISB immediately if there is any suspicion that any Security Codes has been disclosed to a third party and/or if the Physical Token or Mobile Device used to access the eToken is lost or misplaced by the

Customer/User, to enable HLB/HLISB to prevent fraudulent or unauthorized use of HLB Business Internet Banking.

- 2.2 The Customer is aware and agree that HLB/HLISB uses the Security Codes of the Customer/User to identify the Customer/User and that it is the Customer's/User(s)' responsibility to keep all the Customer's/User's Security Codes secure and exercise reasonable care to prevent unauthorized access and/or use of HLB Business Internet Banking. If the Security Codes are exposed or suspected to be exposed to any person, lost or stolen, the Customer/User shall immediately change the Security Codes (e.g. Password, Security Device) and report such suspected exposure immediately to HLB/HLISB via the methods mentioned under Clause 16.2 where applicable to protect the Account(s).
- 2.3 HLB/HLISB reserves the right to temporarily invalidate, suspend or block the Customer's/User's access to HLB Business Internet Banking and/or usage of HLB Business Internet Banking until further verification if HLB/HLISB detects potential unauthorized access and HLB/HLISB will inform the Customer/User as soon as practicable, subject to legal and/or regulatory restrictions. Once verification is successful, the Customer's/User's access to HLB Business Internet Banking will be reinstated.
- 2.4 The Parties agree that the Security Device and the Security Codes, issued to the Customer/User shall remain the property of HLB/HLISB. Upon the termination of Customer's/User's access to HLB Business Internet Banking, HLB/HLISB reserves the rights to render the Security Device and the Security Codes unusable at any point of time, including but not limited to immediate effect.
- 2.5 The Customer/User shall immediately inform HLB/HLISB in writing:
- (a) if the Customer/User knows or suspects that any Physical Token and/or the Mobile Device used to access the eToken is lost or if the Security Codes is exposed to any third party, in which event the Customer/User shall immediately request for a new Physical Token or in the case of an eToken, 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/User becomes aware or suspects that there is unauthorized access and/or use to HLB 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.
- 2.6 The Customer acknowledges that HLB/HLISB shall not be held responsible or liable for any loss or damages suffered due to any unauthorized transactions carried out through the use of Security Codes due to the Customer's/User's failure to report a breach or suspected compromise of security immediately upon discovery of such breach or compromise, unless it is due to HLB/HLISB's gross negligence or willful default.
- 2.7 The Customer/User must follow any other security rules prescribed by HLB/HLISB whether in the HLB/HLISB Website, under any other agreement with HLB/HLISB, or otherwise notified to the Customer/User by HLB/HLISB in any other way.

- 2.8 The Customer agrees that the Customer/User shall read and understand the User Guide before attempting to use HLB Business Internet Banking.

3.0 Equipment, Software and Connectivity

- 3.1 The Customer is solely responsible:

- (a) to ensure that the computer terminal, Mobile Device or other electronic device and related software and hardware that are used to access HLB Business Internet Banking meet the required specifications and configurations as specified on HLB/HLISB's Website, the Apple App Store, Google Play Store and Huawei App Gallery; and
- (b) to install, maintain and ensure the security of their computer terminal, Mobile Device and/or other electronic device, related hardware and software (including the internet browser software) and internet/data connection used to access HLB Business Internet Banking free from Malware/virus.

- 3.2 HLB/HLISB shall not be responsible for any loss, damage or expense incurred by the Customer or any third party due to the Customer's and/or the User's failure to adhere to any specifications or take or carry out the precautionary security measures in relation to their computer terminal, Mobile Device and/or other electronic device.

- 3.3 The Customer understands that access to HLB/HLISB's Website and HLB Business Internet Banking through a Network Service Provider and/or Mobile Network Service Provider will be subject to the terms and conditions and fees and charges of the Network Service Provider and/or Mobile Network Service Provider for which the Customer shall be solely liable.

- 3.4 HLB/HLISB does not warrant the security and confidentiality of the Instructions and other information transmitted through the Network Service Provider and/or Mobile Network Service Provider or any equivalent system in any jurisdiction via HLB Business Internet Banking and HLB/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 HLB/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 and/or Mobile Network Service Provider.

- 3.5 The Customer shall, at HLB/HLISB's request, grant permission to access the necessary features, functions and data on the Customer's Mobile Device during the installation and operation of the HLB ConnectPro App. This includes access to contacts, geolocation, phone memory and storage, photos or media, mobile phone number, technical data such as device information and IP address, diagnostics, analytics data and notification permissions necessary to provide the full services and features of the HLB ConnectPro App.

- 3.6 By allowing access described under Clause 3.5 above, the Customer agrees to also allow HLB/HLISB to collect and use the following information from the Customer's Mobile Device:

- (a) Geolocation, mobile phone number, phone memory and storage, and technical data such as device information, device settings and IP address for fraud monitoring and preventive security purposes;
- (b) Diagnostics, technical and analytics data such as the HLB ConnectPro App crash and usage information for user support and user experience improvement.

The above information collected will not be shared with any third parties, with exception of the Customer's personally unidentifiable device ID, which HLB/HLISB may share with a third party for the purpose of analysing any security threat or compromised access to HLB ConnectPro App.

- 3.7 From time to time, HLB/HLISB may update HLB ConnectPro and change the services offered through it to improve the performance, enhancement and introduce new functionality, new operating system compatibility upgrades, fraud monitoring controls and security updates. HLB/HLISB will publish these updates on the official app store supported by the Customer's Mobile Device. The Customer agrees that it is their responsibility to update the HLB ConnectPro App when updates become available on the app store.

3.8 Security Codes transmission

- (a) The delivery of any Security Codes to the Customer's/Users' mobile number or email address registered with HLB/HLISB is entirely dependent on the availability and quality of service of the relevant service/network provider(s) and the Customer hereby acknowledges and agrees that HLB/HLISB does not have any control whatsoever in the event that:
 - (i) text message is delayed, not delivered or encountered any delivery issues due to mobile traffic congestion, network failure and/or interruptions that may be experienced by the relevant telecommunications network; and/or
 - (ii) email is delayed, not delivered or encountered any delivery issues by the relevant email provider(s), which shall include but not limited to diversion or filtering of such email as junk or spam email by the email providers.

(hereinafter referred to as "Network Failure").

As such, HLB/HLISB shall not be responsible or liable for any loss or expense incurred by the Customer or any third party for any delay or failure in receiving any text message and/or email transmission from HLB/HLISB due to the Network Failure.

- (b) The Customer/User is responsible for providing HLB/HLISB with their valid and current contact details including mobile number and/or email address, and to promptly notify HLB/HLISB in the event of any changes. HLB/HLISB shall not be held responsible/liable

in the event that HLB/HLISB is unable to contact the Customer/User or unable to send/deliver text message and/or email to the Customer/User due to inaccurate/invalid mobile number and/or email address provided by the Customer/User or due to any reasons which are beyond the control of HLB/HLISB.

4.0 HLB Business Internet Banking App Biometric Authentication

- 4.1 The terms governing Biometric Authentication contained herein are applicable to Customers of HLB Business Internet Banking channels that provide Mobile Banking Services.
- 4.2 Biometric Authentication service is only available to Customers whose HLB Business Internet Banking is not dormant and whose Mobile Device supports facial and/or fingerprint recognition. To enable Biometric Authentication, the Customer must have already registered the Customer's Biometric Data on the Customer's Mobile Device.
- 4.3 By enabling Biometric Authentication, the Customer hereby acknowledges and agrees that:
- (a) Any Biometric Data registered on the Customer's/User's Mobile Device shall be stored in the Customer's/User's Mobile Device only and not on HLB/HLISB's servers. The Biometric Authentication is performed by HLB Business Internet Banking by interfacing with the biometric authentication module on the Customer's/User's Mobile Device. The Customer understands that the Biometric Data authentication module on the Customer's/User's Mobile Device is not provided by the HLB/HLISB. The Biometric Data will be used to authenticate the Customer's/User's access to or any transactions done by the Customer/User through HLB Business Internet Banking and such verification is effected by the Mobile Device itself. Results of the verification will then be relayed by the Mobile Device to HLB Business Internet Banking. The Customer understands the need to protect its Mobile Device and shall be responsible for all use of the Customer's/User's Mobile Device (whether authorized by the Customer or otherwise) to access HLB Business Internet Banking via Biometric Authentication. The Customer is able to disable or enable the Biometric Authentication for purposes of accessing and performing transactions via HLB Business Internet Banking at any time.
 - (b) Upon the successful registration and enablement of Biometric Authentication in HLB Business Internet Banking, the Customer expressly consents for the Biometric Authentication to be applied across HLB Business Internet Banking whereby any Biometric Data stored on the Customer's/User's Mobile Device (including that of a third party, if any) can be used to access and perform transactions through HLB Business Internet Banking. As such, HLB/HLISB will not be able to verify whether such Biometric Data stored or registered in the Mobile Device belongs to the Customer/User or a third party nor does HLB/HLISB have any obligation to perform such verification.

- (c) The Customer shall not store or register any third-party Biometric Data on its Mobile Device if the Customer has enabled the Biometric Authentication for purposes of accessing to or performing any transactions through HLB Business Internet Banking as such registration will enable the third party to access the Customer's HLB Business Internet Banking and to perform all transactions through the Customer's HLB Business Internet Banking, to which HLB/HLISB shall not be held responsible whatsoever for such access or any losses or damage incurred by the Customer as a result of such access authorized by the Customer.
- (d) If the Customer has previously registered and stored any Biometric Data belonging to a third party other than the Customer's Biometric Data on the Customer's Mobile Device, the Customer is required to remove such third party's Biometric Data from the Customer's Mobile Device prior to activating the Biometric Authentication service.
- (e) Instruction given by the Customer/User via HLB Business Internet Banking by the means of Biometric Authentication shall be deemed as Instructions given by the Customer as set out under Clause 6 of these Terms and Conditions.

In the event the Customer/User wishes to change or dispose of their Mobile Device, they must follow the guided steps in HLB Business Internet Banking to unlink HLB Business Internet Banking from their Mobile Device and uninstall HLB Business Internet Banking app. Please note that the Customer/User is not able to set up HLB Business Internet Banking on a new Mobile Device if they have not unlinked HLB Business Internet Banking from their previous Mobile Device that is no longer in use.

- (f) Save and except for HLB/HLISB's willful default and/or gross negligence, HLB/HLISB shall not be liable to the Customer for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
 - (i) the provision by HLB/HLISB of or the Customer's/User's use of Biometric Authentication service; and
 - (ii) any unauthorized transactions through or in connection with the use of Biometric Authentication.
- (g) The Customer shall keep HLB/HLISB indemnified against any or all losses and damages which HLB/HLISB may incur in connection with any improper use of the Biometric Authentication service provided by HLB/HLISB.

In the event the Customer/User loses their Mobile Device or their Biometric Data has been compromised, the Customer/User must immediately contact HLB/HLISB's Contact Centre to report such loss or compromised Biometric Data and to unlink HLB Business Internet Banking from the lost Mobile Device. HLB/HLISB may require the Customer/User to re-register their Biometric Data for purposes of accessing and

performing transactions on HLB Business Internet Banking or to cease the use of the HLB Business Internet Banking via the means of Biometric Authentication.

5.0 Services

- 5.1 The Services are provided by HLB/HLISB through HLB Business Internet Banking subject to the Terms and Conditions herein.
- 5.2 New/Additional Services – Where HLB/HLISB offers new or additional products and services as part of the Services (“New Services”), HLB/HLISB may, by giving the Customer prior written notice in accordance with Clause 16, make available such New Services to the Customer and upon such additional terms and conditions (if any) as may be prescribed by HLB/HLISB. The Customer’s continued use of the Services through HLB Business Internet Banking will indicate that the Customer agrees and accepts these Terms and Conditions as amended by such additional terms and conditions (if any) as may be prescribed by HLB/HLISB.
- 5.3 These Terms and Conditions shall be read together with the rules, regulations, terms and conditions governing and regulating the Account(s) with HLB/HLISB and the Services. If there is any inconsistency or conflict between such terms and conditions/rules and regulations on the usage of HLB Business Internet Banking, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict.
- 5.4 The Customer acknowledges that at certain times some or all of the Services may not be accessible due to system maintenance or other reasons or causes which are beyond the control of HLB/HLISB. The Customer acknowledges that notwithstanding any provisions herein, HLB/HLISB does not warrant that HLB Business Internet Banking including the Services will be available at all times without interruption.
- 5.5 Reliability of Information – Information including but not limited to interest/profit rates, foreign currency exchange rates, product information quoted or provided by HLB/HLISB on HLB Business Internet Banking are for indicative purposes only. The actual rate or price that shall apply for a particular transaction can only be determined at the time the relevant actual transaction is entered into.
- 5.6 Access and/or use of HLB Business Internet Banking
- a) Upon approval by HLB/HLISB of the Customer’s application for HLB Business Internet Banking, the Customer will be issued with a Security Device and/or a Temporary Password upon payment of a fee prescribed by HLB/HLISB in accordance with Clause 7 of these Terms and Conditions.
 - b) The Customer shall use the relevant Security Codes provided by HLB/HLISB to log into HLB Business Internet Banking in accordance with the prescribed HLB/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 User 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 Users comply with all of the Customer's obligation under these Term and Conditions and the Customer shall be responsible and liable for the User's failure, neglect or omission to comply with such obligations.

5.7 Service Availability

- a) HLB/HLISB makes no warranty that HLB Business Internet Banking (or any part thereof) provided under the HLB/HLISB Website will be available at the time stated on the HLB/HLISB Website. HLB/HLISB reserves the right to vary the availability of HLB Business Internet Banking and any of the Services at any time with prior notice to the Customer/User.

5.8 Uploading of Files to HLB Business Internet Banking

- a) The Customer shall take all proper and reasonable steps to ensure that any files or documents supplied to HLB/HLISB through HLB Business Internet Banking is not damaged, defective and/or will not malfunction. HLB/HLISB shall reserve the right to reject any Transaction if the relevant files or documents supplied through HLB Business Internet Banking does not conform to the standard format as specified by HLB/HLISB from time to time. The Customer shall ensure that any files or documents supplied to HLB/HLISB through HLB Business Internet Banking is not tampered with and that HLB/HLISB shall not be liable for any unauthorized changes or tampering of the information supplied through such files or documents unless it is due to HLB/HLISB's gross negligence or willful default.

5.9 Sufficiency of Funds in Accounts' Balance

- a) HLB/HLISB shall be entitled to require the Customer to maintain a minimum balance in any Account(s) as may be informed by HLB/HLISB to the Customer from time to time and at any one time, failing which HLB/HLISB may impose a penalty, suspend or terminate the Customer's usage of HLB Business Internet Banking by providing prior written notice the Customer.
- b) The Customer shall ensure that sufficient funds are maintained in the Account(s) or Related Business Account(s) (where applicable) for the purpose of making payments through the use of HLB Business Internet Banking at least one (1) Business Day before the date of submission of the Instructions. HLB/HLISB shall not be obliged to carry out any Instructions unless and until the Account(s) or the Related Business Account(s) (where applicable) have sufficient funds to transfer or pay the relevant amount and applicable service fees or charges, commissions and other charges. HLB/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 Instructions received due to insufficient funds in the Account(s) or Related Business Account(s) (where applicable) save and except for damages arising directly from HLB's/HLISB's wilful default or gross negligence.
- c) The Customer acknowledges that it shall be responsible to ensure that all its Account(s) and Related Business Account(s) (where applicable) have sufficient funds for payments to be effected.

5.10 Limits

- a) HLB/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/User.

5.11 Suspension or Termination

- a) The Customer's/User's access to HLB Business Internet Banking may be subject to **suspension or termination** in accordance with Clause 14.1 below.

6.0 Instructions

Effect of Instructions

- 6.1 Any Instructions received by HLB/HLISB through the use of the relevant Security Codes shall be deemed Instructions and authorizations given by the Customer/User to HLB/HLISB. HLB/HLISB is hereby authorized to act in accordance with such Instructions without inquiry on its part as to the identity of the person giving or appearing to give such Instructions or as to the authenticity of such Instructions. HLB/HLISB will not be responsible in ensuring the authenticity of the person giving the Instructions or for the misuse of unauthorized Instructions given.
- 6.2 The Customer is responsible for the authenticity, accuracy and completeness of the Instructions submitted and ensuring that the Instructions are transmitted correctly. HLB/HLISB shall not be liable for any loss or delay where the Instructions are inaccurate and incomplete.
- 6.3 The Customer shall ensure there are sufficient funds available in their Account(s) to perform any of the Transactions the Customer require. HLB/HLISB shall not be obliged to carry out any Instructions until and unless the relevant Account(s) has sufficient funds.
- 6.4 Subject to Clause 6.12 below, once issued or transmitted, such Instructions cannot be cancelled, withdrawn, stopped or changed and shall be binding on the Customer/User.
- 6.5 All Instructions effected (whether authorized or not) through the relevant Security Codes shall be binding on the Customer once transmitted to HLB/HLISB, notwithstanding any error, fraud or forgery and the Customer agrees that HLB/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, save and except for damages arising directly from HLB's/HLISB's wilful default or gross negligence.
- 6.6 The Customer acknowledges that certain Instructions may only be processed after the Customer/User has submitted and HLB/HLISB has received the original signed copy of the Instructions.

Instruction Processing

- 6.7 The Customer shall ensure that all information provided in the Instructions 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.
- 6.8 HLB/HLISB shall not be responsible for any failure, delay, or limitation in the performance of Instructions caused by any third party with whom the Customer holds accounts or otherwise engages.
- 6.9 Any Instructions transmitted or received by HLB/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 HLB's Website (under '[Payment Services](#)')
- 6.10 If the Customer is required by HLB/HLISB to amend or vary any information in an Instruction, any such amendment or variation is to be forwarded to HLB/HLISB before the relevant processing cut off time.
- 6.11 HLB/HLISB shall not be responsible for any losses or damages arising from not carrying out the Instructions received by HLB/HLISB from the Customer/User whether relating to the Account(s) and Related Business Account(s) (where applicable) if the Instructions are transmitted or received after the cut-off processing time.
- 6.12 HLB/HLISB is under no obligation to process any Instructions (or part thereof) received and may reject or delay processing of the same without any liability whatsoever accruing to HLB/HLISB, including without limitation in the following events:
- (a) if the Instructions are inconsistent with HLB's/HLISB's policies or rules and regulations in force at the time the Instructions were received by HLB/HLISB;
 - (b) the Instructions appear to HLB/HLISB to be unauthentic, garbled or corrupted;
 - (c) the Account(s) or Related Business Account(s) to which the Instructions relates is frozen, closed or suspended or the Customer/User has entered an incomplete, incorrect or invalid account number;
 - (d) HLB/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
 - (e) The Customer/User has not complied with these Terms and Conditions, any or all of HLB/HLISB procedures or requirements set forth or any notice sent by HLB/HLISB to the Customer from time to time.
- 6.13 In the event that the Customer elects to proceed with any Transactions or issue any Instructions via HLB/HLISB's other service delivery channel(s) such as branch, 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 Instructions or Transactions, and if such information is transmitted to HLB/HLISB electronically, to ensure that such information is not tampered with and is encrypted prior to forwarding it to HLB/HLISB. HLB/HLISB shall not be liable for any

unauthorized changes or tampering of the information supplied in relation to any such Transactions or Instructions, unless it is due to HLB/HLISB's gross negligence or willful default.

Instruction Cancellation and Variation

- 6.14 No cancellation of Instructions is allowed for Inland Revenue Board of Malaysia ("IRBM"), also known as Lembaga Hasil Dalam Negeri ("LHDN") income tax payments, Employees' Provident Fund ("EPF") contribution payment and Social Security Organization ("SOCSCO") contribution payment and HLB/HLISB shall not be held liable to any claim arising from the Instructions in relation to the aforementioned payments.
- 6.15 It is the Customer's responsibility to deal directly with LHDN, EPF and SOCSCO for any cancellation or refund required for LHDN income tax payment, EPF contribution payment, and SOCSCO contribution payment submitted.
- 6.16 Where the Customer requires any amendment, cancellation or revocation of Instructions for payment other than LHDN income tax payments, EPF contribution payments and SOCSCO contribution payments, the Customer shall provide to HLB/HLISB a subsequent Instruction or an authorization letter to amend, cancel or revoke such Instruction.
- 6.17 HLB/HLISB may, with prior written notice to the Customer, impose an instruction-change fee (which sum shall be decided by HLB/HLISB in its discretion) for any amendment, revocation, cancellation or variation of Instructions as contemplated in this Clause 6 herein and the Customer hereby agrees to pay HLB/HLISB the same and further authorizes HLB/HLISB to debit such fee from the relevant Account(s) or Related Business Account(s) (where applicable).
- 6.18 Notwithstanding anything in these Terms and Conditions and for the avoidance of doubt, HLB/HLISB shall act on the cancellation, amendment or revocation of Instructions on a commercially reasonable basis, provided such Instructions have not been initiated or processed. For the avoidance of doubt:
- (a) HLB/HLISB shall not be held liable for any loss, damage and/or costs incurred or suffered by the Customer due to HLB/HLISB being unable to cancel, revoke, vary or amend the Instruction, unless it is due to HLB/HLISB's gross negligence and willful default; and
 - (b) Once an Instruction for payment is confirmed (except for future dated Instructions), it will be deemed irrevocable and the Customer/User will not be able to cancel, stop or perform any changes to the Instruction. If the Customer/User requires any amendment, cancellation or revocation of an Instruction for payment, it will be acted upon by HLB/HLISB on a best effort basis that is commercially reasonable.

Discrepancies

- 6.19 The Customer shall be responsible for regularly checking and carefully monitoring the balances of their Account(s) or Related Business Account(s) (where applicable) each time prior

to and after issuing any Instructions to HLB/HLISB. The Customer shall immediately inform HLB/HLISB of any inaccuracy or irregularity in any of their Account(s) or Related Business Account(s).

- 6.20 The Customer hereby agrees that unless HLB/HLISB is notified of any discrepancies by the end of 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 the Parties as evidence of such Transactions effected by the Customer/User.
- 6.21 All Customer correspondences or queries received after 4:00 pm on a Business Day shall be deemed as received at start of the next Business Day.
- 6.22 HLB/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/User's failure or delay to notify HLB/HLISB of any discrepancies in accordance with Clause 6.20 above, unless such damages arising directly from HLB's/HLISB's willful default or gross negligence.

Notification to HLB/HLISB

- 6.23 It shall be the Customer's responsibility to notify HLB/HLISB immediately:
- (a) Upon receipt of incomplete, garbled or inaccurate data or information from HLB/HLISB of any and all Instructions, Transactions or other use under HLB Business Internet Banking; or
 - (b) Upon becoming aware, or where the Customer suspects or has any reason to believe that any Instructions sent by the Customer has not been received by HLB/HLISB or is unauthentic, incorrect, incomplete or inaccurate including without limitation any mistaken, fraudulent or unauthorized payments from or to the Account(s) and/or Related Business Account(s).
- 6.24 Without limiting the generality of the foregoing, HLB/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 unauthorized Instructions or Transactions effected using the Security Codes;
 - (b) HLB/HLISB refusal to act upon any Instructions given to HLB/HLISB pursuant to Clause 6.12 above;
 - (c) HLB/HLISB effecting Instructions in accordance with Clause 6.1; and/or
 - (d) the Customer's/User's non-observance of these Terms and Conditions.

7.0 Service Fees, Commissions and Charges

7.1 HLB/HLISB shall be entitled to impose service fees, commissions and other charges for Services provided to the Customer via HLB Business Internet Banking, all of which shall be borne by the Customer. This includes but is not limited to:

- (a) subscription to HLB Business Internet Banking by the Customer
- (b) the reissuance of Security Device at the request of the Customer; and

- (c) the Services conducted through HLB Business Internet Banking by the Customer.
- 7.2 The general fees and charges payable for the Services are available at the HLB/HLISB Website, which can be amended from time to time, at HLB/HLISB's discretion.
- 7.3 The Customer will be given twenty-one (21) calendar days prior notice of the revisions. These revisions shall take effect from the date stated in the notice provided. The continued use of HLB Business Internet Banking by the Customer after such notification shall be deemed as receipt and acceptance of and agreement to such revisions.
- 7.4 For the purposes of collecting such fees, commissions and charges, the Customer hereby authorizes HLB/HLISB to debit the Account(s) designated by the Customer in the relevant HLB Business Internet Banking application form. The Customer understands that any suspension and/or termination by HLB/HLISB of HLB Business Internet Banking at any time does not entitle the Customer to any refund of any such fees, commissions and charges.
- 8.0 Government Taxes and/or statutory/regulatory imposed charges, fees etc.**
- 8.1 The service fees, commissions, charges and/or all other monies to be paid by the Customer to HLB/HLISB under these Terms and Conditions, including any amount representing reimbursements to be paid by the Customer to HLB/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.
- 8.2 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 HLB/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 handling fee and/or the net amount of monies received by HLB/HLISB is equal to that which HLB/HLISB would otherwise have received had no deduction or withholding been required or made.
- 8.3 The Customer shall in addition to the service fees, commissions, charges and/or all other monies payable, pay to HLB/HLISB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLB/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.
- 8.4 If at any time an adjustment is made or required to be made between HLB/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 HLB Business Internet Banking by HLB/HLISB, a corresponding adjustment may at HLB/HLISB's discretion be made as between HLB/HLISB and the Customer and in such event, any payment necessary to give effect to the adjustment shall be made.

- 8.5 All Tax as shall be payable by the Customer to HLB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLB/HLISB.
- 8.6 The Customer hereby agrees to do all things reasonably requested by HLB/HLISB to assist HLB/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 any of the Transactions contemplated in these Terms and Condition, the Customer agrees to provide its fullest cooperation to HLB/HLISB in assisting HLB/HLISB in complying with its obligations under the relevant laws.
- 8.7 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.

9.0 Intellectual Property Rights

- 9.1 The Customer hereby agrees that all intellectual property rights for HLB Business Internet Banking (including trademarks, copyright, patent and design rights) shall at all times be owned exclusively by HLB/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 HLB/HLISB or of HLB/HLISB's related companies or such other relevant third party, without HLB/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 HLB/HLISB Website or in HLB Business Internet Banking or "mirror" or frame the same or any portion thereof on any other website(s) or servers.

10.0 Governing Law, Jurisdiction and Compliance

- 10.1 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 exclusive jurisdiction of the courts of Malaysia. HLB/HLISB may at its discretion elect to submit to and the service of any legal process may be effected in courts of such other competent jurisdiction.
- 10.2 HLB/HLISB and/or its agent(s) are entitled to act in accordance with the laws, regulations or directives of authorities operating in various jurisdictions including but not limited to foreign exchange restrictions, prevention of money laundering, terrorist financing and/or imposition of sanctions on any persons or entities (and/or the beneficiaries) to whom financial and/or other services are provided [irrespective of whether the said laws, regulations and/or directives have any legal and binding effect on HLB/HLISB and/or its agent(s)].

- 10.3 HLB/HLISB and/or its agent(s) may in its discretion take any action which it considers appropriate in the light of all such laws, regulations or directives. Such action may include but is not limited to:
- (a) the interception and investigation of any payment messages and other information or Instructions sent to or by the Customer or on its behalf via HLB/HLISB's systems or its agent(s)' systems; and
 - (b) making further enquiries or requesting supporting document(s) from the Customer and/or any other persons or sources for verification of compliance with foreign exchange restrictions or as to whether the imposition of sanctions on any named entities or persons is actually or indeed applicable or referable to the Customer, payee, beneficiaries and/or any other persons connected to or involved in the relevant Transactions effected via HLB/HLISB.
- 10.4 HLB/HLISB and/or its agent(s) reserves the right to reject, suspend and/or withhold any Transactions or funds at any point in time for the purpose of or in connection with the compliance of any laws, regulations or directives of authorities in any jurisdictions including but not limited to compliance with foreign exchange restrictions, prevention of money laundering, terrorist financing and/or imposition of sanctions on any persons or entities. HLB/HLISB and/or its agent(s) shall not be liable for any loss and damage suffered by the Customer and/or any other party arising out of the said rejection suspension and/or withholding.
- 10.5 The use of HLB Business Internet Banking outside Malaysia and the Customer's use of HLB Business Internet Banking are subject to the following:
- (a) the prevailing requirements on international and domestic transactions prescribed by the Financial Services Act 2013 and Islamic Financial Services Act 2013, which is currently the Foreign Exchange Policy Notices ("FEPN") issued by Bank Negara Malaysia;
 - (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.
- 10.6 The Customer shall ensure that it duly complies with the laws, regulations or directions of authorities operating in various jurisdictions which are applicable to it.

11.0 Liabilities of the Parties

11.1 By using HLB Business Internet Banking, the Customer hereby acknowledges and agrees:

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

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

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

11.3 Without prejudice to any other provisions contained herein, HLB/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, nor for any indirect or consequential loss or damage whatsoever or howsoever arising from the use of HLB Business Internet Banking, regardless of whether HLB/HLISB has been advised of the possibility of such loss or damage or claim by the Customer or any third party, unless such damages arising directly from HLB's/HLISB's wilful default or gross negligence.

11.4 Subject to the provisions herein, HLB/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 amount of the Transactions involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

11.5 Each provision of Clause 11.2 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 Account(s) or HLB Business Internet Banking.

11.6 Without limiting the generality of Clause 11.3, except for damages arising directly from the wilful default or gross negligence on the part of HLB/HLISB, HLB/HLISB shall not be responsible or liable for any default, omission, negligence, breach of contract, loss of profits

or earnings, goodwill or any type of exemplary, incidental, direct or consequential loss or damage incurred or suffered by the Customer or any third party by reason of or arising from:

- (a) the Customer's/User's failure to provide accurate, complete and timely Instructions to HLB/HLISB;
 - (b) the Customer's/User's failure to comply with these Terms and Conditions;
 - (c) the Customer's/User's inability to perform any of the Transactions due to limits set by HLB/HLISB from time to time;
 - (d) any error, alteration or destruction of the Instructions, data or information to or from HLB/HLISB through HLB Business Internet Banking and the internet;
 - (e) any intrusion or attack by any person or party on any hardware, software or system used in relation to the Customer's/User's access to HLB Business Internet Banking or on the Internet, Mobile Device. The intrusion or attack includes but not limited to viruses, Trojan Horses, Malware and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable HLB Business Internet Banking or any part thereof;
 - (f) any restriction or prohibition on the use of HLB Business Internet Banking by any laws or regulations of any country from where the Customer/User access HLB Business Internet Banking;
 - (g) in the event HLB/HLISB is unable to perform any operations or to provide any of the Services due to any reason beyond HLB/HLISB's control, which includes (but is not limited to):
 - (i) fire, earthquake, landslides, flood, epidemic, pandemic, 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; and
 - (iv) order of any Government department, agency, other constituted body or any regulatory authority.
 - (v) failure to carry out a time-barred transaction within the stipulated time; or
 - (vi) the Customer/User acting negligently or fraudulently in connection with the use of HLB Business Internet Banking.
- 11.7 In the event HLB/HLISB is held liable for any damages notwithstanding Clause 11.3 of these Terms and Conditions, HLB/HLISB's total liability shall not exceed the amount of the Transactions involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- 11.8 This Clause 11 shall remain in force even after the Customer has terminated the Account(s) or HLB Business Internet Banking.

12.0 Indemnity

- 12.1 The Customer agrees to indemnify and keep HLB/HLISB fully and completely indemnified against any liabilities, claims, losses, damages and costs incurred (including legal fees) in connection with or arising out of the Customer's/User's fault, act or omission in the Customer's/User's use of HLB Business Internet Banking and the Services, the acceptance of any Instructions given by the Customer/User or breach of any of these Terms and Conditions by the Customer/User. This Clause 12 shall survive the termination of the Customer's/User's use of and access to HLB Business Internet Banking.

13.0 The Customer's Undertaking

- 13.1 The Customer undertakes to reimburse and pay to HLB/HLISB upon HLB's/HLISB's written demand of 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 HLB/HLISB in connection with or arising out of the Customer's/User's act or omission in the Customer's/User's use of HLB Business Internet Banking or the acceptance of any Instructions given by the Customer/User or breach by the Customer/User of any of these Terms and Conditions, including the Customer's/User's failure to protect the Security Codes or failure to use HLB Business Internet Banking in accordance with the security rules prescribed by HLB/HLISB including installing appropriate firewalls, anti-virus and anti-spyware.
- 13.2 This Clause 13 shall survive the termination of the Customer's/User's use of and access to HLB Business Internet Banking.

14.0 Suspension or Termination

- 14.1 HLB/HLISB may at any time and with prior written notice accompanied by reasons, suspend, deny or terminate the Customer's access to HLB Business Internet Banking or any part of the Services thereof or invalidate any or all of the Security Codes and to refuse the replacement of the Security Devices where legally permitted to do so.
- 14.2 Without prejudice to Clause 14.1 above, HLB/HLISB reserves the right to take any steps it deems fit including the right to temporarily suspend the Customer's/User's access to HLB Business Internet Banking or any part thereof or invalidate any or all of the Security Devices and/or Security Codes until further verification if HLB/HLISB detects potential unauthorized access, or if HLB/HLISB is notified as such pursuant to Clause 2.5.
- 14.3 HLB/HLISB will inform the Customer of such suspension or invalidation as soon as practicable, subject to legal and/or regulatory restrictions. The Customer and the User may be re-issued with a new Security Device and Security Codes after HLB/HLISB has received and verified the Customer's written request to do so upon the uplifting of the suspension or invalidation.
- 14.4 All costs and charges incurred by HLB/HLISB in re-issuing any Security Device shall be borne by the Customer, and as HLB/HLISB deems fit, may be automatically debited from the Account(s) designated by the Customer.

- 14.5 Without limiting the generality of the foregoing, HLB/HLISB reserves the right to automatically terminate the Customer's right of access to HLB Business Internet Banking when the Customer no longer maintains any Account(s) with HLB/HLISB which can be accessed through HLB Business Internet Banking or if the Customer's access to such Account(s) is dormant, suspended, restricted or prohibited by HLB/HLISB or any third party for any reason.
- 14.6 The Customer also acknowledges and agrees that where the Customer's access to HLB Business Internet Banking is terminated for any reason, HLB/HLISB shall not be liable for its failure to act upon and effect or perform or process any such Instructions received prior to such termination that remains unaffected or unperformed or unprocessed at the point of such termination by HLB/HLISB or otherwise at the point of receipt of the Customer's notice to terminate.
- 14.7 The Customer may terminate its subscription to HLB Business Internet Banking by giving HLB/HLISB thirty (30) days written notice. Upon receiving the written notice, HLB/HLISB may, at any time terminate the Customer's access to HLB Business Internet Banking or any part thereof or invalidate any or all of the Security Codes and/or Security Devices.
- 15.0 Severability and Waiver**
- 15.1 If any provision herein is or becomes illegal, invalid, prohibited or unenforceable under any applicable laws ("Invalid Provision"), the remaining provisions will remain in full force and effect and shall not be affected by the Invalid Provision.
- 15.2 No failure or delay by HLB/HLISB in exercising its rights or remedies will operate as a waiver of any rights or remedies under these Terms and Conditions.
- 15.3 HLB's/HLISB's acceptance of any of the Instructions, processing of any of the Instructions issued or any waiver made in writing by HLB/HLISB of any of its rights or any indulgence granted in writing to the Customer pursuant to these Terms and Conditions shall not:
- (a) act as consent to the modification of any part of these Terms and Conditions; or
 - (b) 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 or operate to prevent HLB/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.
- 15.4 If either HLB/HLISB or the Customer fails or delays to:
- (a) insist in any instance on strict conformance by the other to any of these Terms and Conditions; or
 - (b) act in the event of a breach;
- it shall not be construed as a consent to or waiver of any subsequent breach of the same or of any term contained in these Terms and Conditions. A waiver is only effective if it is made in writing and approved by the other Party.

16.0 Notices

16.1 Any notices required to be given by HLB/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 HLB's/HLISB's records and such notices shall be deemed to be received by the Customer after 24 hours from transmission; or
- (b) by mobile text message or call to the Customer's/User's last known mobile phone number in HLB/HLISB's records, and shall be deemed to be received within 24 hours from transmission; or
- (c) by ordinary post or registered post or courier sent to or left at the Customer's last address registered with HLB/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 authorized employee or representative of the Customer; or
- (e) by displaying the notices at HLB/HLISB's branch premises or on HLB/HLISB's Website and such notices shall be deemed effective upon such display; or
- (f) 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.

16.2 If the Customer wishes to send any notices (except Instructions) to HLB/HLISB pursuant to these Terms and Conditions, it may be given in any of the following manner:

- (a) by ordinary post or registered post or courier sent to or left at the branch where the Account(s) is maintained and shall be deemed to have been received by HLB/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; or
- (b) by email or other electronic means to HLB/HLISB at the address set out under Clause 20.1 below.

16.3 The Customer shall promptly inform HLB/HLISB of any changes to the Customer's personal details, telephone or mobile numbers or electronic mail, correspondence and/or residential address in writing or via the communication methods set out in Clause 16.2 above.

16.4 The Customer acknowledges and accepts that HLB/HLISB shall bear no responsibility for any losses or damages sustained by the Customer arising from inaccuracies or delays in the Customer's notification of changes made to their personal details, telephone or mobile numbers, electronic mail addresses, correspondence addresses, or residential addresses, or notifications made through communication channels other than those specified in Clause 16.2.

17.0 Representation and Warranty on Processing of Personal Information

- 17.1 The Customer hereby represents and warrants that the Customer has obtained the consent of all persons named in the Customer's application for the Account(s) and the Services or such documents submitted to HLB/HLISB in support of such application and/or their authorized representatives, including but not limited to the Customer's directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB ("Relevant Data Subjects"), for HLB/HLISB's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLB/HLISB's Privacy Notice, as may be amended from time to time.

18.0 Disclosure

- 18.1 The Customer hereby agrees that:

- (a) HLB/HLISB's rights to the holding, collection and use of all the Customer's information and the personal information of the Relevant Data Subjects and disclosure will be in accordance with HLB/HLISB's Privacy Notice; and
- (b) HLB/HLISB must use the Customer's transactional information as is necessary to process payment(s).
- (c) The Customer shall notify HLB/HLISB if any of the Customer's and/or the User's personal information is inaccurate, or if there are any changes to such personal information. The Customer also consents to their and the User's updated personal information being disclosed to the persons/entities named in the Privacy Notice which is necessary for the provision of the financial product/services or to comply with any legal or contractual requirements.
- (d) If the Customer's personal data and/or the personal data of the User is not disclosed to the parties specified in Clauses 18 (c) above, it will not be possible to process the Customer's requested payment(s).

- 18.2 For the purposes of disclosure as contemplated in this Clause 18, the Customer hereby represents and warrants on a continuing basis that the Customer has obtained the consent of the Relevant Data Subjects for the processing of their personal data in the manner contemplated herein.

19.0 Reconstruction of HLB/HLISB

- 19.1 These 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 HLB/HLISB or by any company by which the business of HLB/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 Transactions whatsoever, whether past, present or future.

20.0 Enquiries & Disputes

- 20.1 Enquiries, disputes, complaints, reports of exposure, breaches or theft of any of the Security Devices or requests for assistance in relation to these Terms & Conditions or HLB Business Internet Banking are to be directed to:-

Client Services – Customer Care**Hong Leong Bank Berhad**

Telephone No: 603 7661 7777

Email Address: cmp@hlbb.hongleong.com.my

- 20.2 In the event the Customer wishes to report or file a dispute regarding an unauthorized Transaction effected on the Customer's Account(s), the Customer is required to provide HLB/HLISB with the following information in relation to the disputed Transaction in order for HLB/HLISB to investigate the matter further:
- (a) the Customer's name;
 - (b) details of the Account(s) 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 unauthorized or is a disputed transaction.
- 20.3 HLB/HLISB shall not be responsible for any loss, damage or embarrassment incurred as a result of the Customer's failure to provide HLB/HLISB with all the information required in relation to a disputed Transaction as set out under Clause 20.2 herein. For more information on our dispute reporting and resolution process, please refer to the details published on HLB/HLISB's Website.
- 20.4 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 the Customer if the Customer delays, obstructs and/or withholds vital information from HLB/HLISB, makes or attempts to make false claims in respect of any disputed Transaction, publishes false claims on traditional media or social media, and/or lodge false police reports with respect to any Transaction.

21.0 Amendments

- 21.1 HLB/HLISB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving the Customer prior written notice of such variations, modifications, deletions or additions which shall take effect on the date specified by HLB/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 discontinue its use of HLB Business Internet Banking. The Customer's continued access and/or use of the Services available on HLB Business Internet Banking shall be deemed the Customer's acceptance of and agreement to the varied and modified Terms and Conditions, and shall be binding upon the Customer.

- 21.2 Further to clause 21.1 above, the Customer acknowledges that twenty-one (21) calendar days prior written notice of such revisions shall be given to the Customer (unless stated otherwise herein) and such revisions shall take effect from the date stated in the notice.

22.0 Security Obligations

- 22.1 HLB/HLISB shall not be responsible for 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 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), Mobile Devices and other electronic devices to ensure that they are Malware/virus free;
- (iii) to take responsible steps to ensure that the User has the authority to access and use the functionality of HLB Business Internet Banking
- (iv) to change the Password and check the Customer's banking information and balances periodically;
- (v) to keep sensitive banking information, Security Codes and Security Devices secure at all times;
- (vi) 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 HLB/HLISB (as set out in Clause 20.1 herein) or any of HLB's/HLISB's branches;
- (vii) to furnish HLB/HLISB with an official Malaysian police report as soon as possible after reporting the breach of security to HLB/HLISB; and/or
- (viii) to provide HLB/HLISB with all the information required in relation to a disputed Transaction and as set out in Clause 20.2 herein.

- 22.2 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 the Customers who delays, obstructs and/or withholds vital information from HLB/HLISB, makes or attempts to make false claims in respect of any transaction, publishes false claims on traditional or social media, and/or lodge false police reports with respect to any Transaction.

23.0 Anti-Bribery, Anti-Corruption and Whistleblowing Undertakings

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

- 23.2 The Customer acknowledges and undertakes as follows:

(a) that the Customer has read and understood the ABC Policy;

- (b) that the Customer shall, and shall cause its User, officers, employees, authorized representatives or agents (where applicable), to comply with the ABC Policy and Anti-Bribery Laws; and
- (c) to notify HLB/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 HLB/HLISB's Whistleblowing Policy.

24.0 Force Majeure

- 24.1 In the event that HLB/HLISB is unable to provide the Services, either wholly or partially, due to circumstances beyond its control, including but not limited to malfunctions or failures of equipment, systems, or transmission links, fire, flood, explosion, acts of God, acts of terrorism, war (whether declared or undeclared), accidents, epidemics, strikes, floods, sanctions, lockouts, power outages or failures, labour disputes, acts, demands, or requirements of the Malaysian Government, or as a consequence of any international or supranational sanctions, HLB/HLISB shall not be held liable for any loss or damage resulting from delays or failures in the performance of its obligations under these Terms and Conditions, irrespective of how such delays or failures arise from or are connected to any of the aforementioned disabling events.

25.0 Provisional Credit

- 25.1 HLB/HLISB shall not be liable for any losses arising from unauthorized Transactions on HLB Business Internet Banking if such Transactions result from disclosure or exposure of the Customer's Security Codes or Security Device, where said breach is caused by the Customer's own action, omission, or negligence.
- 25.2 In the event that the Customer wishes to dispute any Transaction(s) performed via HLB Business Internet Banking on their Account(s), the Customer is responsible for notifying HLB/HLISB verbally or in writing as set out under Clause 20.1 herein within **twenty-one (21)** calendar days from the date of the disputed Transaction(s) to enable a formal investigation. HLB/HLISB's obligation to investigate is contingent upon receiving such timely notification.
- 25.3 In the event HLB/HLISB extends the time period for the completion of an investigation beyond fourteen (14) working days from the date a disputed Transaction is first reported, whether verbally or in writing by the Customer to HLB/HLISB, HLB/HLISB must:
- a) at a minimum, provisionally credit the full amount of the disputed Transaction or Ringgit Malaysia Five Thousand (RM5,000), whichever is lower (including any interest or profit where applicable), into the Customer's Account(s) no later than fourteen (14) working days from the date the Customer provides HLB/HLISB with the information as per below:
 - (i) Customer's Company Name
 - (ii) Customer's affected Account(s)
 - (iii) Date of the disputed Transaction(s)
 - (iv) Amount of the disputed Transaction(s)
 - (v) Reason the Customer believes that it is a disputed Transactions
 - (vi) Valid copy of the police report concerning the fraudulent activity

- b) credit the remaining amount of the disputed Transaction (including any interest or profit where applicable) no later than thirty (30) working days from the date of HLB/HLISB's receipt of the reported dispute if the investigation has not been concluded by that time.
- 25.4 In the event that the investigation outcome determines that the disputed Transaction was
 - (a) a genuine or legitimate Transaction; or
 - (b) solely carried out due to the Customer's fraudulence/negligence and/or omissions,

the Customer will be liable to return any provisional credit that was credited under Clause 25.3 to HLB/HLISB.
- 25.5 In the event that Customer is liable for the disputed Transaction and fails to return the provisional credit that was credited to the Customer upon HLB/HLISB's request, the Customer agrees that HLB/HLISB may debit the full provisional credit amount or part thereof from any Account(s) that the Customer maintains with HLB/HLISB as HLB/HLISB sees fit.
- 25.6 In the event that the provisional credit amount is unable to be debited from any Account(s) maintained by the Customer with HLB/HLISB within seven (7) working days, and the Customer fails to return the provisional credit amount or part thereof through any other means, the Customer acknowledges that HLB/HLISB may take action under the law to recover the amount from the Customer and the Customer agrees to bear all costs and expenses that may be incurred in the event that HLB/HLISB needs to recover the provisional credit amount or part thereof from such actions.
- 25.7 HLB/HLISB may report the outstanding provisional credit amount or any part thereof to the Central Credit Reference Information System (CCRIS) as an unreturned/unpaid/outstanding debt on the Customer's part after six (6) months from the date of the final decision that HLB/HLISB has made with regards to the disputed Transaction.
- 25.8 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 the Customer who delays, obstructs and/or withholds vital information from HLB/HLISB, making or attempting to make false claims in respect of any Transactions, publish false claims on traditional or social media, and/or lodge false police reports with respect to any Transactions.

(B) SPECIFIC TERMS AND CONDITIONS OF HLB BUSINESS INTERNET BANKING SERVICES

The following sets out certain terms, conditions and definitions that will apply to the additional services which may be made available through HLB Business Internet Banking (“Specific Terms and Conditions”). In the event of any conflict or inconsistency between the Terms and Conditions above and these Specific Terms and Conditions herein, the latter shall prevail.

26.0 Trade Services

26.1 All applications to utilize any Trade Services through HLB Business Internet Banking are subject to the approval of HLB/HLISB and HLB/HLISB may decline any application without giving any reason.

26.2 These Specific Terms and Conditions for the Trade Services 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.

26.3 The following Trade Services are available on HLB Business Internet Banking:

(a) Trade Inquiry

- The Customer can view trade transaction history, check trade facility limits and utilization, download advices and view incoming documents.
- The Customer must immediately notify HLB/HLISB should the Customer become aware of any suspicious or inaccurate information displayed in this inquiry service.

(b) Trade Transaction

- The Customer can submit trade drawdown instructions (“Electronic Instructions”) to HLB/HLISB, which includes selecting and/or inputting the correct and accurate information and uploading the respective trade document(s).
- By using this service, the Customer agrees to the following terms and conditions: -
 - i. Upon HLB/HLISB’s receipt of any Electronic Instructions which in good faith it believes to have emanated from the Customer via the User, HLB/HLISB shall be entitled to treat such Electronic Instructions as fully authorized and binding upon the Customer.
 - ii. the Customer/User of HLB Business Internet Banking is granted transactional access by HLB/HLISB or by the Customer’s System Administrator and System Authorizer. HLB/HLISB 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 and/or the User.
 - iii. HLB/HLISB will only act on Electronic Instructions where a set of complete documents which are duly signed by the authorized signatories of the Customer are received and verified by HLB/HLISB.
 - iv. Upon submission of the Electronic Instructions, the Customer undertakes not to submit the same documents again (physically or electronically) to HLB/HLISB.

However, HLB/HLISB is entitled and reserves the right to demand the physical original documents from the Customer at any time upon giving notice to the Customer.

- v. HLB/HLISB shall be entitled to treat the Electronic Instructions received without enquiry on the part of HLB/HLISB as to the identity and/or authority of the person(s) giving or purporting to give such Electronic Instructions.
- vi. Electronic Instructions present various risks including without limitation the risk of error, breach of security and/or privacy issues, misuse and/or fraudulent activities. The Customer acknowledges that it is fully aware of and agrees to bear the inherent risks associated with the use of electronic means to communicate instructions to HLB/HLISB.
- vii. The Customer further understands that it needs to implement adequate security, control, and/or authorization measures and systems in its own organization in respect of the use of Electronic Instructions.
- viii. HLB/HLISB may reject the Electronic Instructions should HLB/HLISB determine that there are any inconsistencies, errors, omissions, and/or inaccuracies.
- ix. The Customer further acknowledges and agrees that HLB/HLISB shall not be responsible or liable for errors, omissions, unauthorized use and/or duplication in respect of any Electronic Instructions by/on behalf of the Customer and that any misunderstanding, loss or delay resulting from the use of Electronic Instructions are entirely at the risk of the Customer.
- x. The Customer hereby undertakes to hold HLB/HLISB free from liability and saved harmless against or to immediately reimburse HLB/HLISB in full upon HLB's/HLISB's demand 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 HLB/HLISB as a consequence of HBB/HLISB accepting and/or acting on any of the Electronic Instructions.
- xi. These Specific Terms and Conditions are in addition to HLB's/HLISB's General Terms and Conditions of Accounts, HLB's/HLISB's terms and conditions applicable to the relevant trade facility(ies) and the Terms and Conditions for Hong Leong Business Internet Banking.
- xii. The Customer undertakes to upload/submit correct, accurate, complete and original documents for all Electronic Instructions submitted to HLB/HLISB and where copies/non original documents are uploaded/submitted, they are deemed to have been authenticated by the authorized signatories.
- xiii. The Customer confirms and covenants that no other financing has been or will be obtained for the transaction/document which is the subject matter of the Electronic Instructions submitted to HLB/HLISB.

26.4 HLB/HLISB reserves the right to immediately terminate the Trade Services, at any time and from time to time, should HLB/HLISB find fraud or potential fraud of any kind involving any document uploaded/submitted (including without limitation pertaining to the genuineness thereof) and/or any transaction made and authorized by the Customer.

26.5 The Customer shall indemnify or immediately reimburse HLB/HLISB upon HLB/HLISB's

written demand for any loss or damage suffered by HLB/HLISB due to any claim, demand or action brought against HLB/HLISB arising directly or indirectly from any negligent and fraudulent acts performed by the Customer and/or the User.

27.0 Treasury, FX Product and Services

- 27.1 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 HLB/HLISB shall be available for viewing purposes only on HLB Business Internet Banking. For more details, please visit any HLB/HLISB branches or contact HLB/HLISB relationship managers.

FX Transaction

- 27.2 Customers who wish to book an FX Transaction via HLB Business Internet Banking must have firm underlying commitment and shall comply with the requirements stipulated in the BNM Foreign Exchange Policy Notices (“BNM FEPN”) issued by BNM from time to time and shall provide supporting information and/or documentation for compliance of the BNM FEPN.

FX Rates

- 27.3 FX Rates and such other rates and information, including but not limited to news and reports on such rates or information made available under HLB Business Internet Banking, are only indicative of the actual rates, quotes or information and are subject to change without prior notice. Without derogating from the above, the Customer is specifically advised that the live rate may be revised very fast (e.g. after a few seconds).
- 27.4 The Customer will bear sole responsibility for any and all losses and damages arising from or in relation to the Customer’s reliance on such news and reports in making decisions to undertake any FX bookings through HLB Business Internet Banking.
- 27.5 The Customer agrees that its User(s) shall be authorized, on their behalf, to book the desired FX Rates (i.e. to enter into FX Transactions) via HLB Business Internet Banking.
- 27.6 Upon booking of the desired FX Rate (as displayed in HLB Business Internet Banking), the Customer shall be deemed to have entered into an FX Transaction with HLB/HLISB, whereby payment in respect of the firm underlying transaction shall be made by the Customer via a payment instruction on HLB Business Internet Banking on the same day or on the date selected at the time of the booking of the FX Transaction.
- 27.7 Where the Customer has booked the FX Rate (i.e. entered into the FX Transaction) but HLB/HLISB does not receive Customer’s payment instruction via HLB Business Internet Banking on the day agreed for any reason whatsoever, HLB/HLISB may cancel or reject the booking and/or terminate the FX Transaction. Upon such cancellation, rejection and/or termination, the Customer shall be liable for all marked-to-market losses incurred by HLB/HLISB.
- 27.8 Where the Customer wishes to reduce the amount of the FX Transaction booked through HLB Business Internet Banking, they are required to contact HLB’s/ HLISB’s Global Markets department/ division who will advise accordingly. Any amendments of successful FX

Transactions will be subjected to marked-to-market losses due to fluctuations in the exchange rate, and losses on these FX Transactions will be charged to the Customer's designated Account(s).

- 27.9 Where the Customer wishes to increase the amount of the FX Transaction booked through HLB Business Internet Banking, they may do so by booking another FX Transaction via HLB Business Internet Banking. Customers may submit a settlement transaction with multiple FX Transaction numbers. However, the FX Rate in respect of the new FX Transaction may not be the same as the previously booked FX Transaction due to fluctuations in the exchange rate.

FX Undertaking

- 27.10 The Customers hereby agrees:

- (a) Any conversion from one currency into another made via HLB Business Internet Banking shall be effected in such manner as the HLB/HLISB may in its discretion deem fit and at HLB/HLISB's then prevailing FX Rate.
- (b) Any loss, cost, charge and risk resulting from the conversion of one currency into another in connection with the FX Transaction shall be borne solely by the Customer and the Customer authorizes HLB/HLISB to debit any such loss, cost or charge to any of the Customer's Accounts (whether linked to HLB Business Internet Banking or not).
- (c) In the event that the Account(s) does not have sufficient funds to pay for any FX Transactions in full, HLB/HLISB reserves the right to liquidate any of the Customer's FX (foreign exchange) positions and cancel the FX Transaction booked.
- (d) The Customer hereby undertakes to pay any and all losses or damages (including but not limited to foreign exchange loss) and charges (including replacement fees) that may be incurred by any conversion, FX Transaction, payment instruction and/or howsoever related to FX issues.

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

- 28.1 The EIPP service available through HLB Business Internet Banking facilitates payments for invoices, invoice presentment as well as matching of invoices and payments.

- 28.2 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 HLB Business Internet Banking must maintain an Account(s) (as defined in Clause 1.1 above) with HLB/HLISB for which payments in respect of the EIPP Transaction are to be made and/or received;
- (b) The Customer and its payer to a transaction shall be responsible for the creation and acceptance of the purchase orders and/or invoices in HLB Business Internet Banking. HLB/HLISB shall not be responsible or liable for any errors, omissions and/or inaccuracies in such purchase orders and invoices which may result in a shortfall or excess in payment made and received between the Customer and its payer;

- (c) All records of EIPP Transactions shall only be available for viewing/download through HLB Business Internet Banking for such period as determined by HLB/HLISB from time to time with prior written 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 payer with no recourse to HLB/HLISB; and
- (e) The Customer agrees to comply with HLB/HLISB's policies and procedures in relation to the EIPP service.

TERMS AND CONDITIONS FOR THE USE OF DUITNOW TRANSFER AND NAD

Last Updated: October 2025

Please read and understand these Terms and Conditions. By using and continuing to use the DuitNow Transfer and NAD service, the Customer represents, warrants and undertakes that they have read, understood and agreed to be bound by these Terms and Conditions, including any additions or amendments as may be made thereto by HLB/HLISB and/or PayNet at any time and from time to time with prior written notice. If the Customer does not agree to any or all of these Terms and Conditions, they may terminate their subscription and immediately discontinue all access to DuitNow Transfer and NAD services.

1. Definitions**1.1 Definitions**

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

Terms	Meaning
“Account”	Means banking account or accounts (including without limitation to, savings accounts, current accounts, Tawarruq accounts, virtual internet accounts but excluding fixed deposit accounts), which the Customer has or may have with HLB/HLISB that may be accessed through HLB Business Internet Banking at any given time or with any Participant.
“Approved Issuer of Designated Payment Instrument”	Means an issuer of debit card, debit card-i, credit card, credit card-i, charge card, charge card-i and e-money approved by BNM under section 11 of the FSA or section 11 of the IFSA.
“Approved Issuer of E-Money”	Means a person approved under section 11 of the FSA or section 11 of the IFSA to issue e-money which may include a Bank or non-Bank.
“Approved Statutory Body”	Means a statutory body approved by PayNet to participate in RPP.
“Bank”	Means a bank or investment bank licensed under the FSA, an Islamic bank licensed under the IFSA and/or development financial institution prescribed under the DFIA.
“BNM”	Means Bank Negara Malaysia.
“Business Day”	Means any calendar day from Monday to Friday, except a public holiday in the Federal Territory of 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.
“Counterparty”	Refers to the Participants who are engaged in a DuitNow Transfer transaction where, the Participant on the other end/opposite side of the transaction is called the Counterparty.
“Credit Transfer”	Means the movement of funds from the Payer’s Account to the Recipient’s Account.
“Crediting Participant”	Means a Participant in which Recipient maintain Account or sources of fund and provides a service that allows Recipients to receive DuitNow Transfer.
“Customer”	A term used to collectively refer to Payers, Recipients and other clients of a Participant.
“Debiting Participant”	Means a Participant in which Payers maintain Account or sources of fund and provides a service that allows Payers to initiate DuitNow Transfer.
“DFIA”	Means Development Financial Institutions Act 2002 and any amendments, supplements, orders, policy documents and subsidiary legislation issued thereunder.
“DuitNow ID”	Means an identifier of an account holder such as a mobile phone 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 Owner and Operator from time to time.
“DuitNow Transfer or DuitNow Transfer Services”	Means an Overlay Service of RPP which allows Customers to initiate and receive Credit Transfers, which may be addressed using Proxies or account numbers.
“DuitNow Brand”	Means the brand, icon, logo and trademark/ service mark for DuitNow.
“DuitNow Brand Guidelines”	Refers to a set of guidelines outlining the requirements for DuitNow Brand.

“DuitNow Owner & Operator”	Means the owner and the operator of DuitNow, which is PayNet.
“DuitNow Rules”	Refers to the set of rules which governs the operations of DuitNow.
“Erroneous Transaction” or “Erroneous Payment Instruction”	Means a DuitNow Transfer transaction that is initiated wrongly or is incorrect as follows: (a) Participant posts erroneous entries to Customer’s Account, or generate invalid, incorrect, misdirected or duplicated DuitNow Transfer transactions on behalf of Customer due to technical errors or operational errors that are no fault of the Customer; (b) Technical or operations error at PayNet that results in incorrect or duplicated DuitNow Transfer transactions; and Mistaken DuitNow Transfer transactions whereby transactions are directed to the wrong Customer, contain incorrect customer reference, carry the wrong amount, or are duplicated.
“E-Money”	Means Electronic Money as defined in the FSA or IFSA, namely a payment instrument or an Islamic payment instrument, whether tangible or intangible, that stores funds electronically in exchange for funds paid to the issuer and can be used as a means of making payment to any person other than the issuer.
“E-Money Account”	Means a payment instrument Account, an electronic wallet Account or any store value virtual Account created by an approved issuer of E-Money for its Customers.
“End User(s)”	Means any one or more of the Customer’s authorized employees and/or agents who have been assigned a User ID by the Customer to access to HLB Business Internet Banking for and on behalf of the Customer.
“Fraudulent Transaction” or “Fraudulent Payment Instruction”	Means a transaction which has been induced by dishonest or fraudulent means and which the Payer has requested to be refunded. It includes cases where a Payer makes a DuitNow Transfer transaction as a result of a third party who

	impersonates a Recipient.
“FSA”	Means Financial Services Act 2013 and any amendments, supplements, orders, policy documents and subsidiary legislation issued thereunder.
“HLB Business Internet Banking”	Means the internet/electronic banking facilities and/or services provided by HLB/HLISB (which may include cash management services, collection services and Trade Services) known by any name designated by HLB/HLISB (such as HL ConnectBiz, HLB ConnectFirst or HLB ConnectPro) for business banking customers to perform banking services through the internet/electronic means via the use of a computer terminal, a Mobile Device (as defined in these Terms and Conditions) and/or other electronic device which the Customer may access upon the correct input of Security Codes.
“HLB”	Refers to Hong Leong Bank Berhad (193401000023 (97141-X)) and includes all its successors-in-title and assigns.
“HLISB”	Refers to Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) and includes all its successors-in-title and assigns.
“HLB/HLISB’s Website”	Means HLB’s/HLISB’s website at http://www.hlb.com.my/ www.hlisb.com.my.
“IFSA”	Means Islamic Financial Services Act 2013 and any amendments, supplements, orders, policy documents and subsidiary legislation issued thereunder.
“Instructions”	Means any application, authorisation, instruction, mandate or request issued by the Customer and/or the User to HLB/HLISB pertaining to the Account or any other Transactions initiated through HLB Business Internet Banking.
“Mistaken Transaction” or “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 Recipients; (b) contain incorrect RRN (Recipient Reference Numbers); (c) carry the wrong amount; or (d) are duplicated. carry the wrong amount; or are duplicated.
“Mobile Device”	means any mobile electronic or telecommunication device, including without limitation, mobile phones, smartphones or tablets, that may be used to access HLB Business Internet Banking.
“NAD Operator”	Means Payments Network Malaysia Sdn Bhd (PayNet) (Company No.: 200801035403 [836743- D])
“National Addressing Database” or “NAD”	Means a central addressing repository established by PayNet that: (a) links a Bank account or an E-Money Account to common identifiers of an Account holder such as a mobile phone number, National Registration Identity Card (NRIC number), passport number, company registration number or business registration number; and (b) facilitates payment to be made to a Recipient by referencing the Recipient’s common identifiers.
“NAD Name Enquiry”	Means a service which returns the name of the Proxy owner registered in NAD.
“Non-Bank”	Means an entity other than a Bank that is either an Approved Issuers of a Designated Payment Instrument or a Registered Merchant Acquirer as defined in the FSA, an Authorised Financial Technology Provider or an Approved Statutory Body.
“Non-Value Message”	Means a message that does not result in the initiation of payment, such as NAD information or inquiry message, which may be sent or received via the RPP Host.
“Overlay Services”	Refers to payment and collection services, as well as other related services that Participants offer using the RPP infrastructure.

“Overlay Service Procedures” or “OSP”	Refers to a set of rules governing the operations of the respective Overlay Services.
“Participant”	Means a Bank or Non-Bank that has been granted approval by PayNet to access the RPP Platform to enable clearing and settlement of RPP transactions as well as exchange of Non-Value Messages.
“Participation Rules”	Refers to the Participation Rules for Retail Payment Services. The Participation Rules govern the operation of PayNet’s Retail Payment Services and sets out the rights and obligations of PayNet and Participants.
“Payer”	Mean an individual, company, body corporate, business, (including sole proprietor and partnership), government agency, statutory body, society, and other customer that maintains their accounts or sources of fund with the Debiting Participants to initiate Credit Transfers to the Recipient.
“Payment Instruction”	Means an order from a Payer to the Debiting Participant to transmit a Credit Transfer.
“PayNet”	Means Payments Network Malaysia Sdn Bhd (Company No.: 200801035403 [836743-D])
“Personal Data”	Means personal data as defined under the Personal Data Protection Act 2010.
“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 with prior written notice and are made available at the HLB/HLISB Websites respectively.
“Proxy or DuitNow ID”	Means a registered identifier in NAD which is linked to a Customer’s Bank or E- Money Account with a Participant. For DuitNow Transfer, Proxies are also commercially known as DuitNow IDs.
“Proxy Type”	Means a type of Proxy that is acceptable in NAD.
“Registered Merchant Acquirer”	Means an operator of a payment system that provides merchant acquiring services registered under section 17 of the FSA.

“Relevant Data Subject”	Means all persons named in the Customer’s application for the Account and the Services or such documents submitted to HLB/HLISB in support of such application and/or their authorized representatives, including but not limited to the Customer’s directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB.
“Retail Payments Platform” or “RPP”	Means shared payment infrastructure developed and operated by PayNet which facilitates payments and collections addressed using easily remembered proxies or by account numbers.
“RPP Host”	Means Central infrastructure for payment, collection and messaging services comprising the addressing, switching, clearing and settlement platform owned and operated by PayNet: (a) supports the exchange of Non-Value Messages between RPP Participants and NAD Participants; and (b) facilitates the switching, clearing and settlement of RPP payment and collection transactions between RPP Participants.
“RPP Participant Portal”	Means a web-based system at PayNet which allows Participants to inquire, monitor and manage their RPP operations, debit positions, and transactions.
“RPP Services”	Means Overlay Services of RPP, consisting: (a) DuitNow Transfer; (b) NAD; (c) DuitNow QR; (d) DuitNow Online Banking/Wallets; (e) DuitNow Request; (f) Consent; (g) DuitNow AutoDebit; (h) Cross-Border QR; and Any other new services introduced by PayNet from time-to-time.
“Recipient”	Means an individual, company, body corporate, business (including sole proprietor and partnership) registered with the Companies Commission of Malaysia, government agency, statutory body, society, and other customer that maintains their Accounts with the Crediting Participants to receive

	Credit Transfers from the Payers.
“Security Codes”	Means the security credentials used to identify the Customer when the Customer accesses and utilises HLB Business Internet Banking, which includes the User ID, passwords, codes generated by the Security Device or such other devices approved by HLB/HLISB and any other security codes that HLB/HLISB may issue/implement from time to time with prior notice to the Customer.
“Security Device”	Means the Physical Token or eToken.
“Service”	means the banking products and/or services made available to the Customer by HLB/HLISB through HLB Business Internet Banking as the context may require.
“Terms and Conditions”	Means these Terms and Conditions for the Use of DuitNow Transfer and NAD.
“Transactions”	Means the transactions made available through HLB 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 HLB/HLISB at any time and from time to time.
“Unauthorized Transaction” or “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.
“User”	Means a person and / or an End User who is duly authorized by the Customer to act for and on behalf of the Customer in regards to matters concerning HLB Business Internet Banking and who has been assigned a User ID for that purpose (including but not limited to System Administrator, System Authorizer, Payment Maker and Payment Authorizer):

	(a) to operate the Account and issue Instructions to HLB/HLISB through HLB Business Internet Banking; and (b) to use the Security Device (or Security Devices if more than one User) on behalf of the Customer through HLB Business Internet Banking. Reference to the User shall include such person(s) which the Customer may appoint or substitute from time to time.
“User ID”	Means a unique name made up of a string of alphanumeric characters issued by HLB/HLISB to the User, which must be keyed in by the User together with the Security Codes in order to gain access to HLB Business Internet Banking.

2. Liabilities of the Parties

- 2.1 In relation to the DuitNow Transfer and/or NAD services, the Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, HLB/HLISB and the DuitNow Owner & Operator shall not be liable to the 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 of any matter of whatsoever in connection with the DuitNow Transfer Services and/or NAD services offered by HLB/HLISB arising from:
- (a) The Customer's/User's negligence, misconduct or breach of any of these Terms and Conditions;
 - (b) Any erroneous, mistaken, unauthorized and/or fraudulent transfer of funds by the Customer/User, including any transfer of funds to the wrong DuitNow ID, wrong recipient or wrong third party;
 - (c) The Customer's/User's failure or refusal to maintain sufficient funds or has exceeded daily; transfer limit for DuitNow Transfer services.
 - (d) The suspension, termination or discontinuance of the DuitNow Transfer Services and/or NAD services.
- 2.2 HLB/HLISB shall only be held liable where such damages are proven to have resulted directly from its own wilful default or gross negligence.

3. The Customer's Undertaking

- 3.1 The Customer undertakes to reimburse and pay to HLB/HLISB upon HLB/HLISB's written demand, 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 HLB/HLISB in connection with or arising out of the Customer's/User's act or omission in the Customer's use of HLB Business Internet Banking or the acceptance of any Instructions given by the Customer/User or breach by the Customer/User of any of these Terms and Conditions, including the Customer's/User's failure to protect the Security Codes or failure to use HLB Business Internet Banking in accordance with the security rules prescribed by HLB/HLISB including installing appropriate firewalls, anti-virus and anti-spyware.
- 3.2 The Customer shall reimburse and pay to HLB/HLISB and/or DuitNow Owner & Operator for any loss or damage suffered by HLB/HLISB and/or DuitNow Online Owner & Operator due to any claim, demand, or action brought against HLB/HLISB and/or DuitNow Online Owner & Operator resulting from the Customer's/User's negligent and/or fraudulent act.
- 3.3 This Clause 3 shall survive the termination of the Customer's/User's use of and access to HLB Business Internet Banking and/or DuitNow Transfer Services and/or NAD services.

4. Disclosure

4.1 The Customer hereby agrees that:

- (a) HLB's/HLISB's rights to holding, collection and use of all the Customer's information and the personal information of the Relevant Data Subjects and disclosure will be in accordance with HLB's/HLISB's Privacy Notice;
- (b) HLB/HLISB is allowed to use the Customer's transactional information as is necessary to process payment(s);
- (c) When the Customer uses the DuitNow Transfer Services to make payment(s) or uses NAD service to register the Customer's DuitNow ID to NAD Operator or for the purpose of NAD Registration to NAD Operator, HLB/HLISB may disclose the Customer's Personal Data (if applicable) and/or the Personal Data of the User, to the, DuitNow Owner & Operator, NAD Operator, the Participant, and other Payer's banks;
- (d) The Customer shall notify HLB/HLISB if any of the Customer's and/or the User's personal information is inaccurate, or if there are any changes to such personal information, and the Customer consents for disclosure of the updated personal information by HLB/HLISB to DuitNow Owner & Operator, NAD Operator, the Participant and other Payer's banks for the purpose of Clause 4 (c) above; and
- (e) The Customer's requested payment or use of the DuitNow Transfer Services and/or the NAD service will not be possible to process if the Customer's/User's Personal Data is not disclosed to the parties specified in Clauses 4 (c) and (d) above.

For the purposes of disclosure as contemplated in this Clause 4, the Customer hereby represents and warrants on a continuing basis that the Customer has obtained the consent of its User for the processing of their Personal Data in the manner contemplated herein.

5. DuitNow Transfer and NAD Services

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

5.1 DuitNow Transfer Services

- 5.1.1 If the Customer wishes to send funds via DuitNow Transfer, the Customer must first initiate a payment by entering the Recipient's DuitNow ID in HLB Business Internet Banking.

- 5.1.2 HLB/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, HLB Business Internet Banking will display the name of such registered DuitNow ID of the Recipient.
- 5.1.3 The Customer is responsible for the correct entry of the Recipient's DuitNow ID and shall ensure that the Recipient's name displayed is the intended Recipient of the funds prior to confirming the DuitNow Transfer transaction.
- 5.1.4 HLB/HLISB will notify the Customer on the status of each successful, failed or rejected DuitNow Transfer transaction via any of HLB/HLISB's available communication channels chosen by the Customer.
- 5.1.5 The Customer acknowledges and agrees that HLB/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 HLB/HLISB shall not be liable for transferring the funds to such registered Recipient even if such person is not the intended Recipient.
- 5.1.6 Pursuant to Clause 5.1.3 above, the Customer agrees that once a DuitNow Transfer transaction has been confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that DuitNow Transfer transaction.

5.2 Multiple NAD Name Enquiry

- 5.2.1 The Customer is advised not to submit multiple NAD Name Enquiry without a confirmed DuitNow Transfer transaction.
- 5.2.2 Without prejudice to any of HLB/HLISB rights and remedies, HLB/HLISB reserves the right with prior written notice to terminate or suspend the Customer access to and use of the DuitNow Transfer Services where HLB/HLISB considers that inappropriate, fraudulent or suspicious use is being made of the DuitNow Transfer Services, such as where multiple NAD Name Enquiry are submitted without a confirmed DuitNow Transfer transaction. The Customer is advised to contact HLB/HLISB should the Customer encounter any issues relating to the foregoing.

5.3 Recovery of Funds

- 5.3.1 HLB/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 HLB/HLISB that the Customer becomes aware of any delays or mistakes in processing payment(s); and
 - (b) HLB/HLISB is satisfied that a Mistaken Payment Instruction has occurred.
- 5.3.2 Subject to Clause 5.3.1, HLB/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, HLB/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 HLB/HLISB's end, HLB/HLISB shall credit back the amount of the failed payment upon HLB/HLISB's satisfaction that the Mistaken Payment Instruction failed and was not duly processed at HLB/HLISB's end;
- (c) for payment that is not completed or failed at the NAD Operator's end or the Recipient Bank's end, HLB/HLISB shall credit back the amount of the failed payment into the Customer's Account before initiating a recovery of funds request.

5.3.3 Any request for recovery of funds by the Customer or made on the Customer's behalf for Mistaken Payment Instruction mentioned in Clause 5.3.2 or Erroneous Payment Instructions shall be processed in accordance with Clause 5.4 herein. Subject to Clause 5.4, HLB/HLISB will work with the affected party to request and recover the funds on the Customer's behalf.

5.3.4 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.

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

5.3.6 Subject to Clause 5.4 herein (for requests of funds made by the Payer's Bank), HLB/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.

5.4 Erroneous Payment Instruction/Mistaken Payment Instruction

5.4.1 Customer may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Payment Instruction/Mistaken Payment Instruction was made under DuitNow Transfer and HLB/HLISB will work with the affected party in the following manner:

- (a) If the Recipient's Bank is fully satisfied that funds were erroneously or mistakenly credited to the Recipient's account, HLB/HLISB will upon receipt of the funds, return the said funds to the Customer within five (5) Business Days;

- (b) If the Recipient's Bank is not fully satisfied that funds were erroneously or mistakenly credited to the Recipient's account, the Recipient's Bank shall contact and obtain consent of the Recipient.
 - (i) If the consent is obtained from the Recipient, the Recipient's Bank shall debit the Recipient's account and remit the funds to HLB/HLISB and HLB/HLISB will return the said funds to the Customer within five (5) Business Days.
 - (ii) If consent is not obtained from the Recipient, the Recipient's Bank shall request the Recipient to substantiate ownership of the funds within ten (10) Business Days. If the Recipient failed to substantiate ownership within ten (10) Business Days, the Recipient's Bank shall debit the Recipient's account and remit the funds to HLB/HLISB and HLB/HLISB will return the said funds to the Customer within five (5) Business Days.

5.4.2 Customer may request for recovery of funds within eleven (11) Business Days and seven (7) months from the date the Erroneous Payment Instruction/ Mistaken Payment Instruction report was made under DuitNow Transfer to HLB/HLISB and HLB/HLISB will work with the affected Recipient's Bank in the following manner:

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

5.4.3 The Customer may request to recover funds after (7) months from the date the Erroneous Payment Instruction/Mistaken Payment Instruction was made under DuitNow Transfer to HLB/HLISB and HLB/HLISB will work with the affected Recipient's Bank in the following manner:

- (a) The Recipient's Bank is fully satisfied that funds were erroneously or mistakenly credited to the affected Recipient;
- (b) The Recipient's Bank 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 Bank shall debit the Recipient's account and remit the funds back to HLB/HLISB and HLB/HLISB will return the said funds to the Customer within one (1) Business Day.

5.5 Unauthorised Payment Instruction or Fraudulent Payment Instruction

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

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

5.6 The NAD Service

5.6.1 The NAD service allows the Customer to link an Account that the Customer has with HLB/HLISB to the Customer's Business Registration Number (known as, "DuitNow ID").

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

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

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

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

- 5.7.1 The Customer may update or change the Customer's DuitNow ID that is linked to the Customer Account via the channels made available to the Customer via HLB Business Internet Banking.
- 5.7.2 The Customer understands and agrees that the Customer's DuitNow ID that is linked to the Customer Account may be suspended or deregistered by the Customer or by HLB/HLISB, due to the following circumstances:
- (a) In the event the Customer transfers the Customer's existing DuitNow ID to another Account in another Bank;
 - (b) The Customer has changed/updated the Customer's DuitNow ID;
 - (c) The Customer has closed the Customer's Account that is linked to the Customer's DuitNow ID;
 - (d) The Customer's Account has been dormant for six (6) months of inactivity; or
 - (e) Upon investigation, HLB/HLISB find out that the Customer or the Customer's DuitNow ID is potentially involved in any fraudulent activity(s).
- 5.7.3 The Customer will be notified in the manner set out in Clause 16 of the Terms and Conditions for HLB Business Internet Banking, if a modification or suspension or de-registration from HLB/HLISB is confirmed.
- 5.7.4 The Customer represents and warrants that:
- (a) the User is duly authorised 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 DuitNow Transfer Services and that it has taken all necessary action to authorise 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.

6. General

- 6.1 PayNet reserve the right to revise at any time, such charges for the use of the DuitNow Transfer Services, by providing the Customer with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or uses the DuitNow Transfer Services after such notification, the Customer shall be deemed to have agreed to and accepted such revisions to such charges.
- 6.2 The Customer acknowledges that PayNet may terminate the Customer's use of the DuitNow Transfer Services with PayNet for any reason with prior notice.

- 63 The Customer acknowledges that PayNet reserves the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing the Customer with thirty (30) days' notice in such manner as PayNet deems fit.
- 64 The Customer hereby consents to the collection, use and disclosure of the Customer's Personal Data (as defined under the Personal Data Protection Act 2010) by PayNet, PayNet affiliates, PayNet service providers and the DuitNow Owner & Operator as required for the purposes of the DuitNow Transfer Services.
- 65 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia.

TERMS AND CONDITIONS FOR THE USE OF DUITNOW ONLINE BANKING/WALLETS

Last Updated: October 2025

Please read and understand these Terms and Conditions. By using and continuing to use the DuitNow Online Banking/Wallets service, the Customer represents, warrants and undertakes that they have read, understood and agreed to be bound by these Terms and Conditions, including any additions or amendments as may be made thereto by HLB/HLISB and/or PayNet at any time and from time to time with prior written notice. If the Customer does not agree to any or all of these Terms and Conditions, they may terminate their subscription and immediately discontinue all access to DuitNow Online Banking/Wallets services.

1. Definitions**1.1 Definitions**

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

Terms	Meaning
“Account”	Means banking account or accounts (including without limitation to, savings accounts, current accounts, Tawarruq accounts, virtual internet accounts but excluding fixed deposit accounts), which the Customer has or may have with HLB/HLISB that may be accessed through HLB Business Internet Banking at any given 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.
“Business Day”	Means any calendar day from Monday to Friday, except a public holiday or bank holiday in the Federal Territory of Kuala Lumpur.
“Customer”	Means a party who maintains an Account with HLB/HLISB and is registered with HLB/HLISB for HLB Business Internet Banking, which expression shall include its Users and successors-in-title.
“DuitNow Brand”	Means Brand, icon, logo, trademark and service mark for the DuitNow Online Banking/Wallets.
“DuitNow ID”	Means an identifier of an account holder such as a mobile phone 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 Online Banking/Wallets Owner and Operator from time to time.
“DuitNow Online Banking/Wallets Owner and Operator”	Means Payments Network Malaysia Sdn. Bhd. (Company No.: 200801035403 [836743-D]).

“DuitNow Online Banking/Wallets”	Means a real time online payment service which enables Customers (either individual or corporate) to make secure online payments using their mobile/internet banking account to Merchant(s)/Recipient(s).
“End User(s)”	means any one or more of the Customer’s authorized employees and/or agents who have been assigned a User ID by the Customer to access to HLB 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: (a) Participants post erroneous entries to Merchants’ bank accounts, DuitNow ID or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Merchants due to technical errors or operational errors; (b) Technical or operations errors at the DuitNow Online Banking/Wallets Owner & Operator that results in incorrect or duplicated Payment Instructions; and (c) Mistaken Payment Instruction which is directed to the wrong Merchants/DuitNow ID, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.
“Fraudulent Payment Instruction”	Means a Payment which has been induced by dishonest or fraudulent means and which the Customer requests be refunded. It includes cases where a Customer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Merchant (and is not in fact a Merchant) or a third party who impersonates a Merchant/DuitNow recipient or as a result of a DuitNow brand displayed by a third party who purports to be a Merchant.
“HLB Business Internet Banking”	Means the internet/electronic banking facilities and/or services provided by HLB/HLISB (which may include cash management services, collection services and Trade Services) known by any name designated by HLB/HLISB (such as HL ConnectBiz, HLB ConnectFirst or HLB ConnectPro) for business banking customers to perform banking services through the internet/electronic means via the use of a computer terminal, a Mobile Device (as defined in these Terms and Conditions) and/or other electronic device which the Customer may access upon the correct input of Security Codes.
“HLB”	Refers to Hong Leong Bank Berhad (193401000023 (97141-X)) and includes all its successors-in-title and assigns.
“HLISB”	Refers to Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) and includes all its successors-in-title and assigns.

“HLB/HLISB’s Website”	Means HLB’s / HLISB’s website at http://www.hlb.com.my/ / www.hlisb.com.my .
“Instructions”	Means any application, authorisation, instruction, mandate or request issued by the Customer and/or the User to HLB/HLISB pertaining to the Account or any other Transactions initiated through HLB Business Internet Banking.
“Merchant”	Means businesses registered with the Companies Commission of Malaysia, sole proprietors and partnerships, government agencies, statutory bodies, societies, and other similar entities who are a registered participant of the DuitNow Online Banking/Wallets.
“Merchant Bank”	Means a Bank where the Merchant maintains their account(s).
“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 Customer’s Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which: (a) are directed to the wrong Merchants/Recipients; (b) contain incorrect RRN (Recipient Reference Numbers); (c) carry the wrong amount; or (d) are duplicated.
“Mobile Device”	means any mobile electronic or telecommunication device, including without limitation, mobile phones, smartphones or tablets, that may be used to access HLB Business Internet Banking.
“Payer Bank”	Means HLB and/or HLISB
“Payment Instruction” or “Payment” or “Pay”	An order from a Customer to its Payer Bank directing the Payer Bank to: (a) draw funds from the Customer’s Account; and (b) transfer funds to the Merchant Bank in order to pay a Merchant or to enable payment to the Recipient.
“PayNet”	Means PAYMENTS NETWORK MALAYSIA SDN BHD (formerly merged between Malaysian Electronic Clearing Corporation Sdn. Bhd. and Malaysian Electronic Payment System Sdn. Bhd.) (Company No. 836743-D), a payment subsidiary of Bank Negara Malaysia (“BNM”) and formed in August 2017 in Malaysia, who has been appointed by BNM, as the national payments network and shared central infrastructure for Malaysia’s financial markets.
“Personal Data”	Means personal data as defined under the Personal Data Protection Act 2010.
“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 with prior written notice and are made available at the HLB / HLISB Websites respectively.
“Recipient”	Means individuals or government agencies, statutory bodies,

	companies, body corporates, businesses, (including sole proprietors and partnerships) societies, charities and other entities who receive funds via DuitNow Online Banking/Wallets service.
“Relevant Data Subject”	Means all persons named in the Customer’s application for the Account and the Services or such documents submitted to HLB/HLISB in support of such application and/or their authorized representatives, including but not limited to the Customer’s directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB.
“Reversal”	Means a transaction that: (a) is initiated by a Merchant to cancel an Erroneous Payment Instruction; (b) may involve the making of a debit or credit adjustment to the account of the Customer to which the Erroneous Payment Instruction relates; and (c) may involve an adjustment to the bank account(s) of the Merchant named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction have been applied to the bank account(s).
“Real-Time Retail Payments Platform” or “RPP”	Means shared payment infrastructure developed and established by PayNet which facilitates payments and collections addressed using easily remembered proxies or by account numbers.
“Security Codes”	Means the security credentials used to identify the Customer when the Customer accesses and utilises HLB Business Internet Banking, which includes the User ID, passwords, codes generated by the Security Device or such other devices approved by HLB/HLISB and any other security codes that HLB/HLISB may issue/implement from time to time with prior notice to the Customer.
“Security Device”	Means the Physical Token or eToken.
“Service”	means the banking products and/or services made available to the Customer by HLB/HLISB through HLB Business Internet Banking as the context may require.
“Transaction” or “Transactions”	Means the transactions made available through HLB Business Internet Banking which includes but not limited to funds transfer, IBG, RENTAS, foreign telegraphic transfer, Trade Services and such other transactions as offered by HLB/HLISB at any time and from time to time.
“Terms and Conditions”	Means these Terms and Conditions For The Use of DuitNow Online Banking/Wallets.
“Unauthorised Payment Instruction”	Means a payment made without the authority of the Customer 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 Customer 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 Customer's Account and makes unauthorised transactions from the Customer's Account to make other payments. However, it does not include a Fraudulent Payment Instruction.
"User"	Means a person and / or an End User who is duly authorized by the Customer to act for and on behalf of the Customer in regards to matters concerning HLB Business Internet Banking and who has been assigned a User ID for that purpose (including but not limited to System Administrator, System Authorizer, Payment Maker and Payment Authorizer): (a) to operate the Account and issue Instructions to HLB/HLISB through HLB Business Internet Banking; and (b) to use the Security Device (or Security Devices if more than one User) on behalf of the Customer through HLB Business Internet Banking. Reference to the User shall include such person(s) which the Customer may appoint or substitute from time to time.
"User ID"	Means a unique name made up of a string of alphanumeric characters issued by HLB/HLISB to the User, which must be keyed in by the User together with the Security Codes in order to gain access to HLB Business Internet Banking.

2. Liabilities of the Parties

2.1 In relation to DuitNow Online Banking/Wallets service, Customer acknowledges and agrees that, unless expressly prohibited by mandatory laws, HLB/HLISB, the DuitNow Online Banking/Wallets Owner and Operator shall not be liable to the 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 of any matter of whatsoever in connection with the DuitNow Online Banking/Wallets service offered by HLB/HLISB arising from:

- (a) The Customer's/User's negligence, misconduct or breach of any of these Terms and Conditions;
- (b) Any erroneous and/or mistaken transfer of funds by the 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 Online Banking/Wallets service;
- (d) The Customer's failure or refusal to maintain sufficient funds or has exceeded daily; transfer limit for DuitNow Online Banking/Wallets transaction;
- (e) Any DuitNow Online Banking/Wallets instruction given or purported to be given by the Customer/User.

2.2 HLB/HLISB shall only be held liable where such damages are proven to have resulted directly from its own wilful default or gross negligence.

3. The Customer's Undertaking

3.1 The Customer undertakes to reimburse and pay to HLB/HLISB upon HLB/HLISB's written demand, 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 HLB/HLISB in connection with or arising out of the Customer's/User's act or omission in the Customer's use of HLB Business Internet Banking or the acceptance of any Instructions given by the Customer/User or breach by the Customer/User of any of these Terms and Conditions, including the Customer's/User's failure to protect the Security Codes or failure to use HLB Business Internet Banking in accordance with the security rules prescribed by HLB/HLISB including installing appropriate firewalls, anti-virus and anti-spyware.

3.2 The Customer shall reimburse and pay to HLB/HLISB, DuitNow Online Banking/Wallets Owner and Operator for any loss or damage suffered by HLB/HLISB, DuitNow Online Banking/Wallets Owner and Operator due to any claim, demand, or action brought against HLB/HLISB, DuitNow Online Banking/Wallets Owner and Operator resulting from the Customer's/User's negligent and/or fraudulent act.

3.3 This Clause 3 shall survive the termination of the Customer's/User's use of and access to HLB Business Internet Banking and/or DuitNow Online Banking/Wallets service.

4. Disclosure

4.1 The Customer hereby agrees that:

- (a) HLB's/HLISB's rights to the holding, collection and use of all the Customer's information and the personal information of the Relevant Data Subjects and disclosure will be in accordance with HLB's/HLISB's Privacy Notice;
- (b) HLB/HLISB is allowed to use the Customer's transactional information as is necessary to process payment(s);
- (c) When the Customer uses the DuitNow Online Banking/Wallets service to make payment(s), HLB/HLISB may disclose the Customer's Personal Data (if applicable) and/or the Personal Data of the User to the Merchants, Merchant's Banks, and/or DuitNow Online Banking/Wallets participants, and other Payer Banks.
- (d) The Customer shall notify HLB/HLISB if any of the Customer's and/or the User's personal information is inaccurate, or if there are any changes to such personal information, and the Customer consents for disclosure of the updated personal information by HLB/HLISB to the Merchants, Merchant's Banks, all participants in the DuitNow Online Banking/Wallets service and/or other Payer Banks for the purpose of Clause 4.1 (c) above; and
- (e) The Customer's requested payment(s) and/or use the DuitNow Online

Banking/Wallets service will not be possible to process if the Customer's Personal Data and/or the Personal Data of the User is not disclosed to the parties specified in Clauses 4.1 (c) and (d) above.

For the purposes of disclosure as contemplated in this Clause 4, the Customer hereby represents and warrants on a continuing basis that the Customer has obtained the consent of the User for the processing of their Personal Data in the manner contemplated herein.

5. DuitNow Online Banking/Wallets Service

DuitNow Online Banking/ Wallets is an industry-wide initiative owned and operated by PayNet. HLB/HLISB is a registered participant under this service. In the event HLB/HLISB ceases or is no longer a participant Bank, HLB/HLISB shall notify the Customer through HLB's/HLISB's Website or in any other manner as HLB/HLISB deems fit.

5.1 DuitNow Online Banking/Wallets Service

- 5.1.1 If the Customer wishes to initiate Payment Instruction via DuitNow Online Banking/Wallets at the Customer's website and/or mobile application, the Customer must select an account to be used by HLB/HLISB for deduction of funds for payment made via DuitNow Online Banking/Wallets.
- 5.1.2 The Customer is responsible for ensuring that the correct Transaction amount is displayed on the Customer's website or mobile application screen prior to confirming the Transaction. The Transaction amount shall be deemed correct by HLB/HLISB upon the Customer confirming the Transaction. HLB/ HLISB is under no obligation whatsoever to verify that the amount paid matches with the Customer's Transaction amount.
- 5.1.3 HLB/HLISB will notify the Customer on the status of each successful, failed or rejected DuitNow Online Banking/Wallets Transaction via any of the HLB/HLISB available communication channels chosen by the Customer.
- 5.1.4 The Customer acknowledges and agrees that HLB/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 Recipient or Merchant is the intended party to receive the funds, and HLB/HLISB shall not be liable for transferring the funds to such Recipient or Merchant even if such person is not the intended party.
- 5.1.5 Pursuant to Clause 5.1.4 above, the Customer agrees that once a DuitNow Online Banking/ Wallets Transaction has been confirmed, it will be deemed irrevocable and the Customer will not be able to cancel, stop or perform any changes to that Transaction.

5.2 Recovery of Funds

5.2.1 The Customer has the rights to seek investigation and recovery of any Erroneous Payment Instruction or Mistaken Payment Instruction made from the Customer's Account as stated in Clause 5.3 and Unauthorised Payment Instruction or Fraudulent Payment Instruction made from the Customer's Account as stated in Clause 5.4.

5.3 Erroneous or Mistaken DuitNow Online Banking/Wallets Transaction

5.3.1 The Customer may request for recovery of the funds within ten (10) Business Days from the date the Erroneous Payment Instruction or Mistaken Payment Instruction was made under DuitNow Online Banking/Wallets and HLB/HLISB will work with the affected Merchant's Bank to return the said funds to the Customer within seven (7) Business Days provided the following conditions are met:

- (a) The funds were actually wrongly credited into the affected Merchant's account;
- (b) If the funds have been wrongly credited, whether the balances in the affected Merchant's account is sufficient to cover the funds recovery amount;
 - (i) If the balances are sufficient to cover the recovery amount, the erroneously or mistakenly credited funds may be recoverable; and
 - (ii) If the balances are not sufficient to cover the recovery amount, the erroneously or mistakenly credited funds may not be fully recoverable.

5.3.2 The Customer may request for recovery of funds within eleven (11) Business Days and seven (7) months from the date the Erroneous Payment Instruction or Mistaken Payment Instruction was made under DuitNow Online Banking/Wallets to HLB/HLISB and HLB/HLISB will work with the affected Merchant's Bank in the following manner:

- (a) The affected Merchant's Bank is fully satisfied that funds were erroneously or mistakenly credited to the affected Merchant; and
- (b) The affected Merchant has been notified regarding the funds recovery requests whereby the erroneously/mistakenly credited funds would be recovered through debiting the affected Merchant's account within ten (10) Business Days of the notifications unless the affected Merchant provides reasonable evidences that the affected Merchant is entitled to the funds in question. After fifteen (15) Business Days, if the affected Merchant fails to establish the entitlement to the funds, the affected Merchant's Bank shall debit the affected Merchant's account and remit the funds back to the Customer.

5.3.3 The Customer may request for recovery of funds after seven (7) months from the date of the Erroneous Payment Instruction or the Mistaken Payment Instruction was made under DuitNow Online Banking/Wallets to HLB/HLISB

if:

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

5.4 Unauthorised or Fraudulent DuitNow Online Banking/Wallets Transaction

5.4.1 For DuitNow Online Banking/Wallets Transactions which were not authorised by the Customer or which are fraudulent, HLB/HLISB will, upon receiving a report from the Customer alleging that an Unauthorised Payment Instruction or Fraudulent Payment Instruction was made under DuitNow Online Banking/Wallets, remit the funds back to the Customer provided the following conditions are met:

- (a) HLB/HLISB shall conduct an investigation and determine within fourteen (14) calendar days, whether the Unauthorised Payment Instruction or Fraudulent Payment Instruction alleged by the Customer occurred; and
- (b) If HLB/HLISB is satisfied that the Unauthorised Payment Instruction or Fraudulent Payment Instruction did indeed occur and was not caused by the Customer, HLB/HLISB shall initiate a Reversal process whereby all debit(s) posted to the Customer's Account arising from the Unauthorised Payment Instruction or Fraudulent Payment Instruction would be reversed.

6. General

- 6.1 PayNet reserve the right to revise at any time, such charges for the use of the DuitNow Online Banking/Wallets services, by providing the Customer with thirty (30) days written notice. Such revisions shall take effect from the date stated in the notice. Where the Customer continues to access or use the DuitNow Online Banking/Wallets services after such notification, the Customer shall be deemed to have agreed to and accepted such revisions to such charges.
- 6.2 The Customer acknowledges that PayNet may terminate the Customer's use of the DuitNow Online Banking/Wallets services for any reason, with prior notice.
- 6.3 The Customer acknowledges that PayNet reserve the right to change, restrict, vary, suspend or modify these Terms and Conditions by providing the Customer with thirty (30) days' notice in such manner as PayNet deems fit.

- 6.4 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia.

TERMS AND CONDITIONS FOR THE USE OF JOMPAY

Last Updated: October 2025

Please read and understand these Terms and Conditions. By using and continuing to use the JomPAY service, the Customer represents, warrants and undertakes that they have read, understood and agreed to be bound by these Terms and Conditions including any additions or amendments as may be made thereto by HLB/HLISB and/or PayNet at any time and from time to time with prior written notice. If the Customer does not agree to any or all of these Terms and Conditions, they may terminate their subscription and immediately discontinue all access to JomPAY service.

1. Definitions**1.1 Definitions**

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

Terms	Meaning
“Account”	Means banking account or accounts (without limitation to, savings accounts, current accounts, Tawarruq accounts, virtual internet accounts but excluding fixed deposit accounts), which the Customer has or may have with HLB/HLISB that may be accessed through HLB Business Internet Banking at any given time.
“Affected Biller”	Means a Biller that received Erroneous or Mistaken or Unauthorized or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Billers, Payers, other clients of a Participant or PayNet.
“Affected Biller Bank”	Refers to a Bank where banking accounts have been opened and maintained in the Affected Biller’s name.
“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.
“Batch Payment”	Means payments made to one or more Billers by grouping and bundling individual payment instruction(s) and collectively transmitting these payment instruction(s) at scheduled times.
“Beneficiary of Fraud”	Means the party who ultimately benefits from an Unauthorised Payment Instruction or Fraudulent Payment Instruction.
“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 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 purposes of routing Payments to the Biller.
“Biller”	Means Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organization, societies, charities participating in the JomPAY Scheme to collect bill payments.
“BNM”	Means Bank Negara Malaysia.
“Business Day”	Means a day which HLB/HLISB is open for business in the Federal Territory of Kuala Lumpur.
“Customer”	Means a party who maintains an Account with HLB/HLISB and is registered with HLB/HLISB for HLB Business Internet Banking, which expression shall include its Users and successors-in-title.
“End User(s)”	means any one or more of the Customer’s authorized employees and/or agents who have been assigned a User ID by the Customer to access to HLB 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: (a) Participants post erroneous entries to Billers’/Payers’ bank accounts, DuitNow ID or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Payers due to technical errors or operational errors; (b) Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and (c) 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.
“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 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 or as a result of a DuitNow brand displayed by a third party who purports to be a Biller.
“HLB Business Internet Banking”	Means the internet/electronic banking facilities and/or services provided by HLB/HLISB (which may include cash management services, collection services and Trade Services) known by any name designated by HLB/HLISB (such as HL ConnectBiz, HLB ConnectFirst or HLB ConnectPro) for business banking customers to perform banking services through the internet/electronic means via the use of a computer terminal, a Mobile Device (as defined in these Terms and Conditions) and/or other electronic device which the Customer may access upon the correct input of Security Codes.
“HLB”	Refers to Hong Leong Bank Berhad (193401000023 (97141-X)) and includes all its successors-in-title and assigns.
“HLISB”	Refers to Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) and includes all its successors-in-title and assigns.
“HLB/HLISB’s Website”	Means HLB’s / HLISB’s website at http://www.hlb.com.my / www.hlisb.com.my .
“IBG Same Day Cut-Off Time”	Means the deadline on a Business Day whereby funds from a Payment Instruction: • Initiated before this deadline would be credited on the same Business Day. • Initiated after this deadline would be credited on the next Business Day.
“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 digitised transactions between banks.
“Instructions”	Means any application, authorisation, instruction, mandate or request issued by the Customer to HLB/HLISB pertaining to the Account or any other Transactions initiated through HLB Business Internet Banking services.
“JomPAY Brand”	Means the brand, icon, logo and marks for the JomPAY Scheme.
“JomPAY Scheme”	Means the overall system and framework for bill payments. It includes the rules, participants, and procedures that govern the operation of entire system.

“JomPAY Services”	Means a service offered by PayNet which facilitates industry wide ubiquitous bill payments through the use of standard Biller Codes and RRN (Recipient Reference Numbers).
“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 or Billers; (b) contain incorrect RRN (Recipient Reference Numbers); (c) carry the wrong amount; or (d) are duplicated.
“Mobile Device”	Means any mobile electronic or telecommunication device, including without limitation, mobile phones, smartphones or tablets, that may be used to access HLB Business Internet Banking.
“Participant”	Means a bank that is a member of the JomPAY Scheme.
“Payer Bank”	Means a Participant who offers services that allow Payers to initiate Payment Instructions.
“Payer”	Means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Bank customers that make payments to Billers using the JomPAY Scheme.
“Payment Date”	Means the date the Customer’s/Payer’s Account is debited for payments effected by the Customer/Payer.
“Payment Instruction” or “Payment” or “Pay”	Means 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 merged between Malaysian Electronic Clearing Corporation Sdn. Bhd. and Malaysian Electronic Payment System Sdn. Bhd.) (Company No. 836743-D), a payment subsidiary of BNM and formed in August 2017 in Malaysia, who has been appointed by BNM, as the national payments network and shared central infrastructure for Malaysia’s financial markets.
“Personal Data”	Means personal data as defined under the Personal Data Protection Act 2010.

“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 with prior written notice and are made available at the HLB / HLISB Websites respectively.
“Real-time Notification” or “RTN”	Means a form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer’s Account has been successfully debited for a Payment Instruction to the Biller.
“Recipient Reference Number” or “RRN”	Means a unique identifier assigned by a Biller to a Payer referred as Ref-1 and Ref-2 on a Bill.
“Relevant Data Subject”	Means all persons named in the Customer’s application for the Account and the Service or such documents submitted to HLB/HLISB in support of such application and/or their authorized representatives, including but not limited to the Customer’s directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB.
“Scheme Operator” or “SO”	Means the owner and the operator of the JomPAY Scheme.
“Security Codes”	Means the security credentials used to identify the Customer when the Customer accesses and utilises HLB Business Internet Banking, which includes the User ID, passwords, codes generated by the Security Device or such other devices approved by HLB/HLISB and any other security codes that HLB/HLISB may issue/implement from time to time with prior notice to the Customer.
“Security Device”	Means the Physical Token or eToken.
“Service”	means the banking products and/or services made available to the Customer by HLB/HLISB through HLB Business Internet Banking as the context may require.
“Transactions”	Means the transactions made available through HLB Business Internet Banking which includes but is not limited to funds transfer, IBG, RENTAS, foreign telegraphic transfer, and such other transactions as offered by HLB/HLISB at any time and from time to time.
“Terms and Conditions”	Means these Terms and Conditions for the Use of JomPAY.
“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 or Mistaken or Unauthorized or Fraudulent Payment Instruction that cannot be retrieved after the Participants have exhausted the recovery of funds process.
"User"	Means a person and / or an End User who is duly authorized by the Customer to act for and on behalf of the Customer in regards to matters concerning HLB Business Internet Banking and who has been assigned a User ID for that purpose (including but not limited to System Administrator, System Authorizer, Payment Maker and Payment Authorizer): (a) to operate the Account(s) and issue Instructions to HLB/HLISB through HLB Business Internet Banking; and (b) to use the Security Device (or Security Devices if more than one User) on behalf of the Customer through HLB Business Internet Banking. Reference to the User shall include such person(s) which the Customer may appoint or substitute from time to time.
"User ID"	means a unique name made up of a string of alphanumeric characters issued by HLB/HLISB to the User, which must be keyed in by the User together with the Security Codes in order to gain access to HLB Business Internet Banking.

2. Liabilities of the Parties

The Customer acknowledges and agrees that HLB/HLISB and the Scheme Operator 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 HLB Business Internet Banking and/or the JomPAY Services via HLB Business Internet Banking even if HLB/HLISB has been advised of the possibility of such loss or damage or claim by any third party, unless such damages arising directly from HLB's/HLISB's wilful default or gross negligence.

3. The Customer's Undertaking

- 3.1 The Customer undertakes to reimburse and pay to HLB/HLISB upon HLB/HLISB's written demand, 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 HLB/HLISB in connection with or arising out of the Customer's/User's act or omission in the Customer's use of HLB Business Internet Banking or the acceptance of any Instructions given by the Customer/User or breach by the Customer/User of any of these Terms and Conditions, including the Customer's/User's failure to protect the Security Codes or failure to use HLB Business Internet Banking in accordance with the security rules prescribed by HLB/HLISB including installing appropriate firewalls, anti-virus and anti- spyware.
- 3.2 The Customer shall reimburse and pay to HLB/HLISB and/or the Scheme Operator for any loss or damage suffered by HLB/HLISB and/or the Scheme Operator due to any claim, demand, or action brought against HLB/HLISB and/or the Scheme Operator resulting from the Customer's/User's negligent and/or fraudulent act.
- 3.3 This Clause 3 shall survive the termination of the Customer's/User's use of and access to HLB Business Internet Banking and/or the JomPAY Services.

4. Disclosure

The Customer hereby agrees that:

- (a) HLB's/HLISB's rights to holding, collection and use of all the Customer's information and the personal information of the Relevant Data Subjects and disclosure will be in accordance with HLB's/HLISB's Privacy Notice;
- (b) HLB/HLISB is allowed to use the Customer's transactional information as is necessary to process Payment;
- (c) When the Customer uses the JomPAY Services to make payment(s), HLB/HLISB may disclose the Customer's Personal Data (if applicable) and/or the Personal Data of the User, to the Scheme Operator, Billers, Biller Banks, and other Payer Banks;
- (d) The Customer shall notify HLB/HLISB if any of the Customer's and/or the User's

personal information is inaccurate, or if there are any changes to such personal information, and the Customer/User consents to disclosure of the updated personal information by HLB/HLISB to all the Scheme Operator, Billers, Biller Banks, Payer Banks and all the Participants who are members of the JomPAY Scheme for the purpose of Clause 4(a) above; and

- (e) The Customer's requested payment or use the JomPAY Services will not be possible to process if the Customer's Personal Data and/or the Personal Data of the User is not disclosed to the parties specified in Clauses 4(c) and (d) above.

5. JomPAY Services

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

The following terms and conditions will apply when the Customer uses the JomPAY Services via HLB Business Internet Banking to make payments and purchases to Billers within Malaysia which are registered under the JomPAY Scheme. For the purposes of this Clause 5, the term "Customer" shall mean Billers, Payers and other clients of a Participant.

5.1 Payments

- 5.1.1 The following information must be provided to HLB/HLISB by the Customer when making payment via the JomPAY Services:

- (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.

- 5.1.2 HLB/HLISB will then debit the Account specified by the Customer with the amount of the Payment Instruction to the Biller.

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

- 5.1.4 HLB/HLISB will process all Payment Instructions in accordance with the following timelines:

Payment Cut-Off Time

- 5.1.4.1 Payment made before 17:00 on a Business Day will be processed within the same day.
- 5.1.4.2 Payment made after 17:00 on a Business Day will be processed the next Business Day.
- 5.1.4.3 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.
- 5.1.5 HLB/HLISB will not accept orders to stop Payment Instructions once the Customer has instructed HLB/HLISB to make the Payment Instructions except when:
 - 5.1.5.1 HLB/HLISB has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
 - 5.1.5.2 The Payment Instructions are future dated payments that HLB/HLISB have not transmitted to IBG.
- 5.1.6 The Customer should notify HLB/HLISB immediately if the Customer becomes aware that the Customer has made a mistake (except for underpayment) when instructing HLB/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 5.3 herein.
- 5.1.7 In the event of an underpayment, the Customer can make another Payment for the difference in the said amount.
- 5.1.8 HLB/HLISB will notify the Customer of the status of the Payment Instructions including the reasons of rejected or failed "Payer-not-present" Payment Instructions. However, the Customer has the option not to receive these notifications upon request.
- 5.1.9 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.

5.2 Payment Cut-Off Time

- 5.2.1 If the Customer gives Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day outlined in Clause 5.1.4 above, 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.

- 5.2.2 The Payment Cut-Off Time shall be made available to the Customer at HLB/HLISB's Website.

5.3 Recovery of Funds and Liability for Payments

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

- 5.3.2 Subject to Clause 5.3.1, HLB/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 Biller Code or incorrect RRN, HLB/HLISB shall submit a request to recover funds to the Biller Bank that received the erroneous funds;
- (b) Upon HLB/HLISB's satisfaction that the error for incorrect amount payment is caused by the Biller, HLB/HLISB shall carry out a Reversal to the Customer's Account and submit a request to recover funds to the Biller Bank for the error;
- (c) For payment that is not completed or failed at HLB/HLISB's end, HLB/HLISB shall credit back the amount of the failed payment upon HLB/HLISB's satisfaction that the Payment Instruction failed and was not duly processed at HLB/HLISB's end;
- (d) For payment that is not completed or failed at the Scheme Operator's end or the Biller Bank's end, HLB/HLISB shall credit back the amount of the failed payment into the Customer's Account before initiating a recovery of funds request.

- 5.3.3 Any request for recovery of funds by the Customer or made on the Customer's behalf for Mistaken Payment Instruction mentioned in Clause 5.3.2 above or Erroneous Payment Instruction shall be processed in accordance with Clause 5.4 herein. Subject to Clause 5.4, HLB/HLISB will work with the Affected Biller Bank to request and recover the funds on the Customer's behalf.

- 5.3.4 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 5pm on a Business Day would be deemed received at the start of the next Business Day.

- 5.3.5 HLB/HLISB is entitled to debit the Customer's Account (for recovery of funds), in the event HLB/HLISB did not debit the Customer's Account after Payment

Instruction has been properly and successfully executed.

5.3.6 Subject to Clause 5.4 herein (for requests of funds made by Payer Bank), HLB/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.

5.4 Erroneous Payment Instruction/Mistaken Payment Instruction

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

- (a) Recovery of funds wrongly credited to an Affected Biller 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, HLB/HLISB shall proceed with the recovery of funds and upon receipt of the funds, remit the said funds into the Customer's Account within one (1) Business Day, if the following conditions are met:
 - i. The Affected Biller Bank is fully satisfied that funds were erroneously credited to the Affected Biller's account;
 - ii. There is sufficient balance in the Affected Biller's account;
 - iii. There is no evidence that the Affected Biller is entitled to the funds in question; and
 - iv. The Affected Biller Bank shall have given written notification to the Affected Biller before debiting its account.
- (b) Recovery of funds wrongly credited to an Affected Biller 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, HLB/HLISB shall proceed with the recovery of funds and upon receipt of the funds, remit the said funds into the Customer's Account within fifteen (15) Business Days, if the following conditions are met:
 - i. The Affected Biller Bank is fully satisfied that funds were erroneously credited to the Affected Biller's account;
 - ii. There is sufficient balance in the Affected Biller's account;
 - iii. There is no evidence that the Affected Biller is entitled to the funds in question; and

- iv. The Affected Biller Bank shall have given written notification to the Affected Biller before debiting its account.
 - (c) Recovery of funds wrongly credited to an Affected Biller who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLB/HLISB shall proceed with the recovery of funds and upon receipt of the funds, remit the said funds into the Customer's Account within fifteen (15) Business Days, if the following conditions are met:
 - i. The Affected Biller Bank is fully satisfied that funds were erroneously credited to the Affected Biller's account;
 - ii. There is no evidence that the Affected Biller is entitled to the funds in question; and
 - iii. The Affected Biller Bank shall have given written notification to the Affected Biller before debiting its account.
- 5.4.2 The Customer may request for recovery of funds that were incorrectly transferred to an Affected Biller who is a Biller in the following manner:
- (a) Subject to Clause 5.4.3, if the request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLB/HLISB shall proceed with the recovery of funds and upon receipt of the funds, remit the said funds into the Customer's Account within one (1) Business Day, if the following conditions are met:
 - (i) The Affected Biller Bank 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 Biller Bank shall give written notification to the Affected Biller before debiting its account.
- 5.4.3 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.
- 5.4.4 Recovery of funds wrongly credited to an Affected Biller 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 5.4.1 (b).

5.4.5 Recovery of funds wrongly credited to an Affected Biller 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 5.4.1 (c) herein.

5.4.6 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 Biller'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.

5.4.7 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.

5.5 Unauthorised Payment Instruction and Fraudulent Payment Instruction

5.5.1 HLB/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 HLB/HLISB, remit the funds into the Customer's Account within one (1) Business Day from date of receipt of the funds from the Affected Biller Bank, if the following conditions are met:

- (a) HLB/HLISB shall conduct an investigation and determine within fourteen (14) Business Days, whether the Unauthorised Payment Instruction alleged by the Customer occurred;
- (b) HLB/HLISB is satisfied that the Unauthorised Payment Instruction did indeed occur, HLB/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 Affected Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

5.5.2 For Fraudulent Payment Instruction, HLB/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 HLB/HLISB, remit the funds into the Customer's Account within one (1) Business Day from date of receipt of the funds from the Affected Biller Bank, if the following conditions are met:

- (a) HLB/HLISB shall conduct an investigation and determine within fourteen (14) Business Days, whether the Fraudulent Payment Instruction alleged by the Customer occurred;
- (b) HLB/HLISB is satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days have lapsed, HLB/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 Affected Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

5.5.3 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.

5.5.4 Chargeback rights are not available under the JomPAY Scheme.

5.5.5 The Customer shall reimburse and pay to HLB/HLISB upon HLB/HLISB's written demand any loss or damage suffered due to any claim, demand or action brought against HLB/HLISB arising directly or indirectly from negligent and fraudulent acts performed by the Customer.

5.6 Batch Payments

5.6.1 Subject to the agreement between HLB/HLISB and the Customer, the Customer is allowed to do Batch Payment, whereby:

- (a) Customer is making Batch Payment on their own behalf; or
- (b) Customer is making Batch Payment on behalf of their related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.

5.6.2 Customer is allowed to do Batch Payment by debiting their Current or Savings Account/Current Account-i or Saving Account-i ("CASA/CASA-i") held with HLB/HLISB, as the case may be.

5.6.3 Customer warrants to HLB/HLISB that:

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

5.6.4 All other clauses of these Terms and Conditions also apply to Batch Payment.

5.7 Payment Queries

- 5.7.1 HLB/HLISB shall, in good faith, attempt to settle all payment queries or disputes with the Customer arising in connection with the JomPAY Services amicably by mutual agreement.
- 5.7.2 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 Ombudsman for Financial Services.
- 5.7.3 The Customer also has the right to lodge a complaint with the Scheme Operator if there are allegations of HLB/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 the Participants to correct or address the non-compliances; and
 - (c) Determination if penalties are applicable for the non-compliance.
- 5.7.4 All decisions rendered by the Scheme Operator in response to complaints from the Customer shall be binding on HLB/HLISB.

5.8 Suspension

- 5.8.1 HLB/HLISB may suspend the Customer's right to use the JomPAY Services at any time in the circumstances specified in Clause 14 of the Terms and Conditions for HLB Business Internet Banking, with prior written notice to the Customer, accompanied by reasons for such suspension.

5.9 Biller Cannot Process Payment

- 5.9.1 If HLB/HLISB is informed that payment by the Customer cannot be processed by a Biller, HLB/HLISB will:
 - (a) inform the Customer about this; and
 - (b) credit the Customer's account with the amount of the payment.

5.10 Account Records

5.10.1 The Customer must check the Customer's Account and immediately report to HLB/HLISB as soon as the Customer is aware of any errors or of any payment(s) that the Customer did not authorise or the Customer thinks were made by someone else without the Customer's permission.

5.11 Governing Law

5.11.1 These Terms and Conditions are governed by and shall be construed in accordance with the laws of Malaysia.
