

## **Terms and Conditions for the use of HLB Connect**

The following set out the terms and conditions upon which Hong Leong Bank Berhad (“**HLB**”) / Hong Leong Islamic Bank Berhad (“**HLISB**”) will provide internet/electronic banking facilities and/or services to you by whatever name designated and which is currently known as HLB Connect (defined in Section 1.0 below) (“**Terms and Conditions**”).

**Please read and understand these Terms and Conditions.** If you have successfully registered for HLB Connect, your use and continued use of HLB Connect will signify your acknowledgement and agreement of these Terms and Conditions and any additions or amendments which may be made by HLB / HLISB from time to time. If you do not accept any or all of these Terms and Conditions, you may immediately discontinue all access of HLB Connect. All questions which you may have concerning these Terms and Conditions shall be directed to HLB/HLISB in the manner stated in Clause 21.2 herein.

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

### **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: -

<b>Terms / Expressions</b>	<b>Meaning</b>
<b>“ABC Policy”</b>	The HLBG Anti-Bribery and Corruption Policy which is available at the Website of HLB or HLISB.
<b>“Account”</b>	The banking account or accounts (including credit card, loan/financing accounts and investment accounts) which you have or may have with HLB / HLISB that may be accessed through HLB Connect at any given time.
<b>“Anti-Bribery Laws”</b>	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.
<b>“Appropriate Authority”</b>	Any government or taxing authority.
<b>“ATM”</b>	Automated Teller Machines installed by HLB/HLISB or any member of the Shared ATM Network
<b>“Biometric Authentication”</b>	Authentication using Biometric Data as a means to access HLB Connect through a Mobile Device.

<b>“Biometric Data”</b>	Any unique biological characteristic or trait that verifies your identity such as your fingerprint or facial identification that is stored on your Mobile Device.
<b>“Business Day”</b>	A day on which HLB / HLISB is open for business in Kuala Lumpur, Malaysia.
<b>“Card PIN”</b>	A 6-digit-personal identification number chosen by you for the Debit Card/Credit Card issued to you under your Account. It is required when you perform any banking transactions at the ATM or, in the case of Credit Cards, when PIN verification is required for Credit Card transactions at point-of-sale (POS) terminals and cash advance withdrawals at the ATM.
<b>“CASA”</b>	HLB current or savings account or HLISB current account-i or savings account-i
<b>“Connect ATM Withdrawal”</b> (previously known as cardless withdrawal)	A transaction on HLB Connect that allows you to withdraw cash from your selected Account at HLB / HLISB ATM terminal without the use of your Debit Card.
<b>“Connect ATM Withdrawal Code”</b>	A 6-digit number sent to your mobile number registered with HLB / HLISB after every successful request for a Connect ATM Withdrawal transaction through HLB Connect. It authorises your access to any HLB / HLISB ATM terminal for Connect ATM Withdrawal transactions.
<b>“Credit Card”</b>	The credit card(s) issued by HLB to you from time to time.
<b>“Customer” or “you” or “your”</b>	A person who maintains an Account with HLB / HLISB and/or its authorised representative.
<b>“Debit Card”</b>	The VISA/ MasterCard debit card issued to you by HLB / HLISB which enables you to perform banking transactions at any ATM terminal and make retail purchases online/offline by direct debit.
<b>“DuitNow”</b>	A service managed by PayNet, which allows Customers to initiate and receive instant credit transfers using a recipient’s account number or DuitNow ID.
<b>“DuitNow ID”</b>	The registered identifiers of an account holder such as mobile number, NRIC, army number or police number, or for non-Malaysians, passport number (in the case of an individual) or in the case of non-individuals, your business registration number, or any other common identifiers as may be introduced by PayNet from time to time.
<b>“HLB Connect”</b>	The internet/electronic banking facilities and/or services provided by HLB / HLISB by whatever name designated, for you to perform the Services via the internet by electronic means via the use of a personal computer terminal or other electronic device (including Mobile Devices) which you may access upon the correct input of your Login Credentials.

	<p>For the purpose of these Terms and Conditions, references to HLB Connect shall mean and include reference to the following as the context may require:</p> <ul style="list-style-type: none"> <li>a) <b>HLB Connect Online Banking</b>, which may be accessed by you through the internet using personal computers or other electronic device (including Mobile Devices); and</li> <li>b) <b>HLB Connect App</b>, which is a mobile application which may only be accessed by you using your Mobile Device.</li> </ul>
<b>“HLB”</b>	Hong Leong Bank Berhad (193401000023 (97141-X)) and includes all its successors-in-title and assigns.
<b>“HLB/HLISB Whistleblowing Policy”</b>	<p>The HLB / HLISB Whistleblowing Policy or such policies and/or procedures by whatever name called in relation to whistleblowing as may be amended from time to time, setting out HLB’s / HLISB’s commitment to good business ethics and integrity, pursuant to which employees of HLB and HLISB, as well as persons providing services to, or having a business relationship with HLB or HLISB, are required to raise any concerns about any improper conduct or wrongful act that may adversely impact HLB/HLISB, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) any criminal offences, including fraud, corruption, bribery and blackmail;</li> <li>(b) any failure to comply with legal or regulatory obligations; and</li> <li>(c) any concerns about malpractice.</li> </ul>
<b>“HLBG”</b>	HLB and/or its subsidiaries.
<b>“HLISB”</b>	Hong Leong Islamic Bank Berhad (200501009144 [686191-W]) and includes all its successors-in-title and assigns.
<b>“Instructions”</b>	Any request, application, authorisation or instruction given by you to HLB / HLISB, pertaining to the Account or any other Services initiated through the relevant Security Codes.
<b>“Login Credentials”</b>	Username, Password, Security Question and Biometric Authentication
<b>“Malware”</b>	Computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
<b>“Mobile Device”</b>	Any mobile electronic or telecommunication device, including without limitation, mobile phones, smartphones or tablets, that may be used to access HLB Connect.
<b>“National Addressing Database” or “NAD”</b>	A central addressing depository established by PayNet that links a bank account to a recipient’s DuitNow ID and facilitates payment to be made by referencing the recipient’s DuitNow ID.

<b>“Own Account Transfer”</b>	The transferring of funds between your Accounts.
<b>“Password”</b>	A list of alphanumeric and special characters created by you during first time registration or when you reset HLB Connect after you have forgotten your Username/Password, that is required to access HLB Connect.
<b>“PayNet”</b>	Payments Network Malaysia Sdn Bhd (Company No. 200801035403 (836743-D), which is the national payments network and shared central infrastructure for Malaysia’s financial markets.
<b>“Privacy Notice”</b>	HLB/HLISB’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLB / HLISB. These policies and principles may be amended from time to time and is made available at the HLB / HLISB Websites respectively.
<b>“Security Codes”</b>	The security credentials used to identify you when you access and utilise Connect comprising of the Password, Username, Card PIN, TAC, Connect ATM Withdrawal Code, Temporary ID, Security Question, Biometric Authentication and includes any other security codes that HLB / HLISB may issue / implement from time to time with prior notice to you.
<b>“Security Picture”</b>	An image chosen by you during your registration for HLB Connect or when you reset HLB Connect, that is displayed to you as an anti-phishing security measure to ensure that you have logged in to the valid HLB Connect site or mobile application.
<b>“Security Question”</b>	A question (requiring an answer) that is being prompted to you as an additional level of account verification when the system detects unusual transactions via HLB Connect. The security question and answer-is what you have set up during your registration for HLB Connect or when you reset HLB Connect.
<b>“Services”</b>	The banking products and/or services made available to the Customer by HLB / HLISB through HLB Connect, including without limitation, instructions to HLB / HLISB, bill payments and funds transfers.
<b>“Shared ATM Network (SAN)”</b>	the banks and financial institutions participating in the Shared ATM Network managed by PayNet.
<b>“TAC”</b>	A unique one-time 6-digit code which needs to be entered to authorise specific transactions performed on HLB Connect that will be sent to your mobile number registered with HLB / HLISB.
<b>“Tax”</b>	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.

<b>“Temporary ID”</b>	A list of alpha numeric characters issued to you by HLB / HLISB and is required for your registration for HLB Connect or resetting of your access to HLB Connect. This method is used for access to HLB Connect using a loan account, Fixed Deposit or CASA without Debit Card/Credit Card.
<b>“Username”</b>	A name selected or created by you comprising of alphanumeric characters during registration for Connect or the resetting of your access to HLB Connect that is required by HLB / HLISB to identify your Login Credentials before granting you access to HLB Connect.
<b>“Website”</b>	a) in the case of HLB : <a href="http://www.hlb.com.my">www.hlb.com.my</a> b) in the case of HLISB: <a href="http://www.hlisb.com.my">www.hlisb.com.my</a>

## 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.

## 2.0 Equipment, Software and Connectivity

### 2.1 You are solely responsible:

- (a) to ensure that the computer terminal, Mobile Devices or other electronic devices and related software and hardware that are used to access HLB Connect meet the required specifications and configurations as specified on HLB/HLISB’s Website, the Apple App Store, Google Play Store and Hua Wei App Gallery; and
- (b) to install, maintain and ensure the security of your computer terminal, Mobile Devices and/or other electronic device, related hardware and software (including the internet browser software) and internet / data connection used to access HLB Connect.

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

### 2.3 SMS transmission

- (a) Any Security Codes sent to your mobile number registered with HLB/HLISB is dependent on the availability and quality of service of your mobile network service provider, and on such terms and conditions as may be agreed between you and your mobile network service provider.
- (b) You are responsible for ensuring that your contact details are updated, accurate and complete.
- (c) HLB / HLISB does not have any control whatsoever on the SMS traffic congestion, network failure and/or interruptions that may be experienced by the relevant telecommunications

network (“Network Failure”). As such, HLB/HLISB shall not be responsible or liable for any loss or expense incurred by you or any third party from any delay or failure in receiving any SMS transmission from HLB/HLISB due to Network Failure.

### **3.0 Gaining Access to HLB Connect**

#### **3.1 First Time Registration**

- (a) You must be at least eighteen (18) years of age and have an active Account.
  - (b) The Customer is required to go through a registration process by entering the following details:
    - (i) The Customer’s NRIC number, Foreign IC number, passport number or business registration number (for sole proprietors); and
    - (ii) The Customer’s Credit Card or Debit Card number; or
    - (iii) a Temporary ID issued by HLB / HLISB and the (loan/ financing-i, savings) account number.
  - (c) A TAC will then be transmitted/delivered via SMS to the Customer’s mobile phone number registered with HLB / HLISB.
  - (d) Upon successful verification by HLB / HLISB, the Customer will follow the on-screen guided steps to:-
    - (i) Create a Username
    - (ii) Create a Password;
    - (iii) Select a Security Picture; and
    - (iv) Create a Security Question.
  - (e) The Customer will also need to confirm that they have read and accepted these Terms and Conditions.
  - (f) Once successful, you can then login to HLB Connect through your internet browser or HLB Connect App using the Login Credentials.
- 3.2 You may download and setup HLB Connect App on a maximum of five (5) Mobile Devices at any one time. Once you have reached the maximum limit of five (5) Mobile Devices, any attempt to login using a sixth (6<sup>th</sup>) Mobile Device will fail unless or until you unlink one of your devices from your HLB Connect account.
- 3.3 Your HLB Connect account will become dormant if there is no login activity within a 12-month period.
- 3.4 If you forget any of your Login Credentials or if your HLB Connect account has become dormant due to inactivity, you will have to reset your Login Credentials before you can access HLB Connect again.
- 3.5 Notwithstanding the above, your registration for access to HLB Connect is subject to the approval of HLB / HLISB.

#### **4.0 HLB Connect App Biometric Authentication**

4.1 Biometric Authentication service is only available to Customers whose HLB Connect accounts are not dormant and whose Mobile Devices enable fingerprint and/or facial recognition. To enable Biometric Authentication, you must have already registered your Biometric Data on your Mobile Device.

4.2 By enabling Biometric Authentication, you hereby acknowledge and agree that:

- (a) No Biometric Data registered on your Mobile Device is stored in HLB / HLISB's servers and are stored in your Mobile Device. The Biometric Data will be used to authenticate your access to or any transactions done by you through HLB Connect App and verification is effected by the Mobile Device itself. Results of the verification will then be relayed by the Mobile Device to HLB Connect App.
- (b) Upon the successful registration and enablement of Biometric Authentication in the HLB Connect App, any Biometric Data stored on your Mobile Device (including that of a third party) can be used to access and perform transactions through the HLB Connect App. As such, HLB / HLISB will not be able to verify that it is your Biometric Data endorsed on the Mobile Device nor does HLB / HLISB have any obligation to do so.
- (c) You shall not store or register any third party Biometric Data on your Mobile Device if using Biometric Authentication as it will be recognised by the device as your fingerprint or face. When you do that you will enable the owner of the fingerprint or face to have access to your HLB Connect Account and perform all functions available within the HLB Connect Biometric Authentication service.
- (d) If you have previously registered and stored any third party fingerprint or third party face other than your own on your Mobile Device, you are required to remove the fingerprint or third party face, whichever applicable, from your Mobile Device before you activate HLB Connect Biometric Authentication service.
- (e) Instructions given by you using Connect Biometric Authentication shall comprise Instructions as set out in Clause 6 of these Terms and Conditions.
- (f) In the event that you wish to change or dispose your Mobile Device you shall follow the guided steps in HLB Connect App to unlink your Mobile Device from your HLB Connect account and uninstall the HLB Connect App on your Mobile Device.
- (g) save and except for HLB's / HLISB's wilful default and/or gross negligence, HLB / HLISB shall not be liable to you 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 your use of Biometric Authentication service; and
  - (ii) any unauthorised transactions through or in connection with the use of Biometric Authentication services;



In the event you lose your Mobile Device, you are required to contact HLB/HLISB's Contact Centre to report the loss of your Mobile Device and to unlink your HLB Connect account from the lost Mobile Device;

- 4.3 HLB / HLISB may in its absolute discretion and at any time, suspend, restrict or terminate your access to Biometric Authentication service due to security reasons. You may still gain access to your HLB Connect Account using Username and Password.

## **5.0 HLB Connect Services**

- 5.1 The Services are made available through HLB Connect by HLB/HLISB subject to these Terms and Conditions.

- 5.2 The Services available on HLB Connect Online Banking and the Connect App may differ and the list of Services available can be found in Connect FAQ.

- 5.3 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 you prior written notice in accordance with Clause 16, make available such new Services to you and upon such additional terms and conditions (if any) as may be prescribed by HLB/HLISB. Your continued use of the Services through HLB Connect will indicate that you agree with these Terms and Conditions as amended by such additional terms and conditions (if any) as may be prescribed by HLB / HLISB.

### **5.4 Rules and Regulations Governing Your Accounts**

These Terms and Conditions shall be read together with the rules, regulations, terms and conditions governing and regulating your Accounts 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 Connect, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict.

### **5.5 Availability of Services**

- (a) HLB Connect is available seven (7) days a week and from 12.10 a.m. to 11.55 p.m. daily unless HLB / HLISB notifies you otherwise or for any reason beyond the control of HLB/HLISB. During the period between 11.55 p.m. to 12.10 a.m. daily, you will only be able to view your Account balances and perform Own Account Transfer or transfer of funds from your HLB / HLISB CASA to a third party HLB / HLISB banking account. HLB / HLISB does not warrant that HLB Connect will be available at all times.

- (b) In the event HLB Connect is not available, you may carry out your transactions at any of HLB's / HLISB's branches or use other alternative banking services available to you.

- 5.6 Reliability of Information – Information including but not limited to interest rates, foreign currency exchange rates, product information quoted or provided by us on HLB Connect 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 transaction is entered into.



## **6.0 Instructions**

- 6.1 Any Instructions received by HLB / HLISB through the use of the relevant Security Codes shall be deemed Instructions and authorisations given by you or on behalf of you to HLB / HLISB; HLB / HLISB is hereby authorised 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 unauthorised Instructions given.
- 6.2 Subject to Clause 6.5 below, once issued or transmitted, such Instructions cannot be cancelled, withdrawn, stopped or changed and shall be binding on you.
- 6.3 You shall ensure that the Instructions issued are complete, accurate and correct.
- 6.4 You may issue Instructions to cancel, revoke, reverse or amend your earlier Instruction and HLB / HLISB may only comply with the subsequent Instruction provided that the earlier Instruction, has not been executed.
- 6.5 HLB / HLISB reserves the right not to comply with your Instructions with notice to you, if your Instructions are inconsistent with HLB's / HLISB's policy or rules and regulations in force for the time being.
- 6.6 You are to regularly check and carefully monitor your Accounts and check the balances each time prior to and after issuing any instructions to HLB / HLISB. You are to immediately inform HLB / HLISB of any inaccuracy or irregularity in any of your Accounts.
- 6.7 You shall ensure that there are sufficient funds available in your Account to perform any of the transactions you require. HLB / HLISB shall not be obliged to carry out any Instructions until and unless the relevant Account has sufficient funds.
- 6.8 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 Website and transactions may be varied by HLB / HLISB from time to time after giving prior notice to you.

## **7.0 Transaction Records**

- 7.1 The Customer acknowledges that any information pertaining to the Customer's Account(s) as reported through HLB Connect may not always be completely up to date as there may be Instructions and/or transactions which, without limiting to the generality of the foregoing, have only been provisionally credited as uncleared effects (which may be altered or reversed by HLB / HLISB if not cleared), have yet to be processed by HLB / HLISB, require verification of HLB / HLISB or are in progress.

## **8.0 Limits on Transactions**

- 8.1 If you have not set a limit to any transactions carried out through HLB Connect, HLB / HLISB, for control purposes, will be entitled to impose its default limit whether in amount and/or use of any Security Codes for your transactions. You may log in to HLB Connect to customise such limits from time to time, subject to the maximum allowable limit. The default limits and the maximum allowable

limits are available online on HLB/HLISB's Website, and is subject to change from time to time with prior notification to you.

8.2 For added security reasons, Customers may only transfer a total of RM9,999.99 a day through the HLB Connect App. If Customers wish to effect funds transfers exceeding RM9,999.99, Customers may do so via the HLB Connect Online Banking, subject always to the transaction limits set by the said Customer or the default limit set by HLB / HLISB, whichever is applicable.

8.3 Funds Transfer of small amount i.e. up to initial default limit of RM250 will not require a TAC. However, a TAC will be required for verification purposes once the total amount of your open transfers hit RM250. Customers may change the transfer limit mentioned above via HLB Connect App and Connect Online Banking, subject to any maximum limits that may be notified by the Bank from time to time.

### **9.0 Service Fees, Commissions and Charges**

9.1 HLB / HLISB shall be entitled to impose service fees, commissions and other charges for Services provided to you via **HLB** Connect from time to time. This includes but is not limited to any form of SMS fees incurred for the purpose of notifying the recipients of your fund transfer transactions.

9.2 Any Taxes now or hereafter imposed by law or required to be paid in respect of such Services relating to your use of HLB Connect shall be borne by you.

9.3 You hereby authorise HLB / HLISB to debit your relevant Account for the purpose of collecting such fees, commissions, charges and Taxes for the use of HLB Connect.

### **10.0 YOUR RESPONSIBILITIES/SECURITY OBLIGATIONS**

10.1 You agree that you shall be responsible to ensure and prevent unauthorised and fraudulent use of your HLB Connect account, using measures including but not limited to the following:-

- (a) the Security Codes and your Biometric Data must be kept as secret at all times, are not accessible to any person other than you, and are not disclosed or exposed to any person (including the 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 you containing the Security Codes, must be destroyed immediately after you have received and read them. Any email or SMS requesting for your Security Codes is to be reported to HLB / HLISB immediately by contacting HLB/HLISB's Contact Centre;
- (c) you are to ensure that the equipment or Mobile Device that you use to access HLB Connect will not allow recording of your activities and that the necessary anti-spyware, anti-virus and firewalls are installed;
- (d) you shall ensure that you access the correct internet browser address ("URL") for HLB Connect and that you have checked and confirmed that the correct Security Picture is displayed before entering your Password when logging on to HLB Connect;

- (e) you are not to log in to HLB Connect at Internet cafes or any public places offering internet services;
- (f) if you lose your Mobile Device, you are to de-register your HLB Connect App from the lost Mobile Device immediately by contacting HLB / HLISB 's Contact Centre;
- (g) you are to change your Password on a periodic basis;
- (h) you should not carry out any Instructions via HLB Connect or use HLB Connect in the presence of any other person;
- (i) it is your responsibility to ensure that only you have access to your HLB Connect account. Once you have logged on to HLB Connect, you must not leave the terminal or devices, from which you have accessed HLB Connect, unattended at any time or let anyone else use your terminal or device. until you have properly logged off-at the end of each session;
- (j) if you receive data or information through HLB Connect which is not intended for you, you are to immediately report to HLB / HLISB by contacting HLB/HLISB's Contact Centre and delete the said data or information; and
- (k) if you lose your Mobile Device or if you change or dispose of your Mobile Device, you shall unlink such Mobile Devices from your HLB Connect account in accordance with the guided steps in HLB Connect App.

10.2 You are aware and agree that HLB / HLISB uses your Security Codes to identify you and that it is your responsibility to keep all your Security Codes secure and exercise reasonable care to prevent unauthorised access and/or use of your HLB Connect account. If the Security Codes are exposed or suspected to be exposed to any person, you shall immediately change the Security Codes and report such suspected exposure immediately to HLB / HLISB via the methods mentioned in Clause 16 where applicable to protect your own Accounts. HLB / HLISB shall not be held responsible or liable for any loss or damages suffered due to any unauthorised transactions carried out through the use of the Security Codes due to your failure to report a breach or a suspected compromise of security immediately upon discovery of such breach or compromise unless it is due to HLB / HLISB's gross negligence or wilful default.

10.3 HLB / HLISB reserves the right to invalidate temporarily, suspend or block your access to HLB Connect and/or use of your HLB Connect account until further verification if we detect potential unauthorised access and HLB / HLISB will inform you as soon as practicable, subject to legal and/or regulatory restrictions. Once verification is successful your access to HLB Connect will be reinstated.

## **11.0 Compliance with Other Laws**

The use of HLB Connect outside of Malaysia and your use of HLB Connect are subject to the following:-

- (a) the prevailing requirements on international and domestic transactions prescribed by the Financial Services Act 2013, which is currently the Foreign Exchange Notices ("FEN") issued by Bank Negara Malaysia. The FEN is available at Bank Negara Malaysia's website at <https://www.bnm.gov.my;>

- (b) any fiscal or exchange control requirements in force for the time being in the country where the transaction is effected or requested; and
- (c) the laws and regulations of Malaysia as well as the country where the transaction is effected or requested.

## **12.0 Liabilities of the Parties**

12.1 By using HLB Connect, you acknowledge and agree:-

- (a) to accept the fundamental risks associated with carrying out transactions through the internet and mobile electronic devices; and
- (b) that HLB / HLISB and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to HLB Connect, 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.

12.2 You shall be fully responsible and liable, for the following:-

- (a) any loss or damages suffered for all unauthorised transactions carried out through the use of the Security Codes until such time when HLB / HLISB has received notification of the same from you;
- (b) any loss or damages suffered in the event you do not unlink HLB Connect App from your Mobile Device in accordance with the relevant steps set out by HLB / HLISB in the HLB Connect App; and
- (c) any loss or damage suffered by HLB / HLISB as a result of your breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by HLB / HLISB.

12.3 Save and except for damages arising directly from the wilful default or gross negligence on the part of HLB / HLISB, HLB / HLISB shall not be liable to you or any third party for damages for default, omission, negligence, breach of contract, loss of profits or earnings, goodwill or any type of exemplary, incidental, direct or consequential loss or damage howsoever arising whether or not HLB / HLISB has been advised of the same, including damages as a result of:-

- (a) your failure to provide accurate, complete and timely Instructions to HLB / HLISB;
- (b) your failure to comply with these Terms and Conditions;
- (c) your inability to perform any of the transactions due to limits set by HLB / HLISB from time to time;
- (d) any alteration or destruction of the Instructions, data or information to or from HLB / HLISB through HLB Connect;
- (e) any intrusion or attack by any person or party on any hardware, software or system used in relation to your access to HLB Connect or on the Internet, mobile and tablet 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 Connect or any part thereof;

- (f) any restriction or prohibition on the use of HLB Connect by any laws or regulations of any country from where you access HLB Connect;
- (g) in the event that HLB / HLISB is unable to perform any operations or to provide any of the Services due to any reason beyond HLB's / HLISB's control, which includes (but is not limited to):
  - (i) fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God;
  - (ii) accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war;
  - (iii) any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network Service Provider, Mobile Network Service Provider; and
  - (iv) order of any Government department, agency, other constituted body or any regulatory authority.
- (h) failure to carry out a time-barred transaction within the stipulated time; or
- (i) you acting fraudulently.

#### 12.4 Limitation of Liability

In the event HLB/HLISB is held liable for any damages notwithstanding Clause 12.3 of these Terms and Conditions, HLB's/HLISB's total liability shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.

12.5 This Clause 12 shall remain in force even after you terminate your Accounts or HLB Connect.

### 13.0 Indemnity

13.1 You agree 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 in any manner arising out of your use of HLB Connect and the Services, the acceptance of any Instruction given by you or breach of any of these Terms and Conditions by you. This Clause 13 shall survive the termination of your use of and access to HLB Connect.

### 14.0 Suspension or Termination of Connect by HLB / HLISB

14.1 HLB / HLISB may suspend, deny or terminate your access to HLB Connect or any part of the Services if your access to HLB Connect or usage of the Services is suspected to be inconsistent with any law or any rules or regulations to which HLB/HLISB is subject to, with written notice to you where legally permitted to do so.

14.2 HLB / HLISB will automatically terminate your right of access to HLB Connect when you no longer maintain any Account with HLB / HLISB which can be accessed through HLB Connect or

if your access to such Accounts is suspended, restricted or prohibited by HLB / HLISB or any third party for any reason.

14.3 You also acknowledge and agree that where your access to HLB Connect 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 your notice to terminate.

### **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 us in exercising our rights or remedies will operate as a waiver of any rights or remedies under these Terms and Conditions.

### **16.0 Notices**

16.1 Any notices required to be given by HLB / HLISB to you under these Terms and Conditions may be given in any of the following manner:-

- (a) by electronic mail to your last known e-mail address in HLB’s / HLISB’s records and such notices shall be deemed to be received after twenty four (24) hours from transmission; or
- (b) by SMS to your last known mobile phone number in HLB’s / HLISB’s records, and shall be deemed to be received within twenty four (24) hours from transmission; or
- (c) by ordinary post or registered post or courier sent to or left at your last address registered with HLB / HLISB and shall be deemed received by you within seven (7) Business Days from posting if sent by ordinary or registered post and within two (2) Business Days from sending if sent by courier; or
- (d) by displaying the notices at HLB’s/HLISB’s branch premises or on HLB’s/HLISB’s website and such notices shall be deemed effective upon such display; or
- (e) by way of advertisement or general notice in one major national newspaper and the notice shall be deemed to be effective from the date of such notice or the date specified in the notice, as the case may be.

16.2 Unless otherwise stated in these Terms and Conditions, if you wish to send any notices (except Instructions) to HLB / HLISB, 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 is maintained and shall be deemed to have been received by HLB / HLISB within seven (7) Business Days from posting if sent by registered or ordinary post or within two (2) Business Days from sending if by courier; or
- (b) by e-mail or other electronic means to HLB / HLISB at the address set out in Clause 21 below.



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

### **17.0 Representation and Warranty on Processing of Personal Information**

You hereby represent and warrant that you have obtained the consent of all persons named in your application for the Account(s) and the Services or such document submitted to HLB / HLISB in support of such application and/or their authorised representatives, including but not limited to your directors, shareholders, authorised 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’s / HLISB’s Privacy Notice, as may be amended from time to time.

### **18.0 Disclosure**

You hereby agree that:

- (a) HLB’s / HLISB’s rights to your information and disclosure will be in accordance with HLB’s / HLISB’s Privacy Notice;
- (b) HLB / HLISB must use your transactional information as is necessary to process payment(s);
- (c) when you use the JomPAY Bill Payment Facility to make payment(s), HLB / HLISB may disclose your personal data to the Scheme Operator, Billers, Biller Banks and other Payer Banks;
- (d) when you use DuitNow, HLB / HLISB will disclose, use and process the relevant DuitNow ID as is necessary for the relevant transaction;
- (e) HLB / HLB may disclose your DuitNow ID, Common ID and other relevant personal data to the NAD Operator for its processing, storing and archival and disclosure to the sender of funds under DuitNow, HLB / HLISB’s affiliates, service providers, other NAD Participants and third parties offering DuitNow and their respective customers;
- (f) other NAD participating banks may perform a NAD Name Enquiry of your registered DuitNow ID for the purpose of verifying/identifying your name, as part of facilitating the DuitNow service;
- (g) that HLB / HLISB may disclose your DuitNow ID information where HLB / HLISB is under obligation under the law or where it is in the public’s interest, for example, to prevent or detect fraud and abuse;
- (h) you shall notify us if any of your personal information is inaccurate, changes and you consent that the updated personal information is disclosed to all Participants in the JomPAY Bill Payment Facility for the purpose of Clause 18 (c) above as well as the parties set out in Clause 18 (d) and (e) above; and
- (i) if your personal data is not disclosed to the parties specified in Clauses 18 (c) and (f) above, it will not be possible to process your requested payment(s) nor would you be able to use the JomPAY Bill Payment Facility and/or DuitNow.

### **19.0 Consent to Process Personal Information**

You hereby agree and consent to the holding, collection and use of all personal data provided to HLB / HLISB by you or acquired by HLB / HLISB from the public domain including but not limited to HLB / HLISB websites, as well as personal data that arises as a result of the provision of the Services to you in connection with your Account and/or Third Party Account(s) in accordance with the Privacy Notice of HLB / HLISB as may be amended from time to time.



## 20.0 Reconstruction of HLB/HLISB

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

## 21.0 Enquiries and Disputes

21.1 If you have any queries or require any assistance in relation to these Terms and Conditions or HLB Connect, please refer to HLB / HLISB's Contact Centre at:-

Tel: 603-7626 8899

21.2 In the event you have any complaints or wish to dispute or report any transaction conducted through HLB Connect, please specify the nature of your complaint, inquiry and/or dispute and refer the matter to HLB/HLISB using one (1) of the following methods:

(a) ordinary / registered / courier mail to:-

PFS Digital, Hong Leong Bank  
Level 23A, Menara Hong Leong  
No. 6 Jalan Damanlela  
Bukit Damansara 50490  
Kuala Lumpur  
Federal Territory Kuala Lumpur  
Malaysia.

(b) online feedback form available at [www.hlb.com.my](http://www.hlb.com.my) / [www.hlisb.com.my](http://www.hlisb.com.my)

(c) email to [HLOnline@HLB.hongleong.com.my](mailto:HLOnline@HLB.hongleong.com.my)

21.3 In the event you wish to report an unauthorised transaction effected on your Account, you are required to report this through any methods stated in Clause 21.1 above and provide HLB / HLISB with the following information in relation to the disputed transaction in order for HLB / HLISB to investigate the matter further:-

(a) Your name;

(b) Details of the Account affected by the disputed transaction;

(c) Date of the disputed transaction;

(d) Amount of the disputed transaction; and

(e) The reason(s) why you believe that the transaction is unauthorised or is a disputed transaction.

HLB/HLISB shall not be responsible for any loss, damage or embarrassment incurred as a result of your failure to provide HLB / HLISB with all the information required in relation to a disputed transaction as set out in Clause 21.3 herein.

21.4 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 you if you delay, obstruct and/or withhold vital information from HLB / HLISB, making or attempting to make false claims in respect of any transaction, publish false claims on traditional or social media, and/or lodge false police reports with respect to any transaction.

## **22.0 Joint Accountholders**

For joint Accounts: -

- (a) Either one of the accountholders may issue Instructions and authorise HLB / HLISB to carry out any transactions on a joint Account. All transactions carried out using the Security Codes that is used to operate a designated joint Account shall be binding on all accountholders of the said joint Account, who shall be jointly and severally liable on all transactions effected using valid Security Codes.
- (b) You will continue to be accountable for all the transactions performed earlier by you or any one of the accountholders even after you have terminated Connect.

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

- 23.1 The fees and all other monies to be paid by you to HLB / HLISB in relation to HLB Connect including any amount representing reimbursements to be paid by you 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.
- 23.2 In the event you are required by law to make any deduction or withholding from the fee and/or all other monies payable to HLB / HLISB in relation to HLB Connect in respect of any Tax or otherwise, the sum payable by you in respect of which the deduction or withholding is required shall be increased so that the net 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.
- 23.3 You shall in addition to the fee and 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 you directly to any Appropriate Authority, which you shall remit directly to the Appropriate Authority.
- 23.4 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 Connect by HLB/HLISB, a corresponding adjustment may at HLB / HLISB's discretion be made as between HLB / HLISB and you and in such event, any payment necessary to give effect to the adjustment shall be made.
- 23.5 All Tax as shall be payable by you to HLB / HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLB / HLISB.
- 23.6 You hereby agree 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 the transaction contemplated in this Agreement, you agree to provide its fullest cooperation to HLB / HLISB in assisting HLB / HLISB in complying with its obligations under the relevant laws.
- 23.7 For the avoidance of doubt, both HLB / HLISB and you agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these Terms and Conditions

have been determined and does not include amounts to be added on under this Clause on account of Tax.

## **24.0 Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. You hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

## **25.0 Amendments**

HLB / HLISB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving you prior notice of such variations, modifications, deletions or additions which shall take effect upon the date specified by HLB / HLISB in such notice. In the event you are not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, you may discontinue your use of HLB Connect. Your continued access and/or use of the Services available on HLB Connect shall be deemed as your agreement and binding acceptance of the same.

## **26.0 Anti-Bribery, Anti-Corruption and Whistleblowing Undertakings**

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

26.2 You hereby acknowledge and undertake as follows:-

- (a) that you have read and understood the ABC Policy;
- (b) that you shall, and shall cause your officers, employees, authorised 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 Whistleblowing Policy.

## **27.0 JomPAY Bill Payment Facility**

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

JomPAY services is available on HLB Connect as part of the Services offered that enables you to make payments and purchases to Billers within Malaysia which are registered under the Scheme. The terms and conditions contained in this Clause 27 will apply when you use the JomPAY services via HLB Connect to make payments and purchases to Billers within Malaysia which are registered under the Scheme. For the purposes of this Clause, the term "Customer" shall mean Billers, Payers and other clients of a Participant.

For the purposes of this Clause 27, the following additional terms shall apply:

<b>“Affected Bank Customer”</b>	A Customer whose Account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions.
<b>“Affected Biller”</b>	A Biller that received Erroneous or Fraudulent Payment Instructions and/or funds.
<b>“Affected Participant”</b>	A Participant that received Erroneous or Fraudulent Payment Instructions and/or funds.
<b>“Bank”</b>	A financial institution that is licensed under the Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
<b>“Batch Payment”</b>	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.
<b>“Beneficiary of Fraud”</b>	Party who ultimately benefits from an Unauthorised Payment Instruction or Fraudulent Payment Instruction.
<b>”Bill”</b>	An itemised statement of money owed, or a request to pay, for purchase of goods, provision of services and/or any other business transaction.
<b>“Biller”</b>	Government agencies, statutory bodies, sole proprietor or partnership businesses, a company, an organisation, societies or charities participating in the Scheme to collect Bills payments.
<b>“Biller Bank”</b>	A Participant appointed by a Biller to facilitate the Biller’s collection of Bill payments via JomPAY.
<b>“Biller code”</b>	An alphanumeric code uniquely identifying either:- <ul style="list-style-type: none"> <li>• a Biller; or</li> <li>• a Biller’s product or service category</li> </ul> for the purposes of routing Payments to the Biller.
<b>“Erroneous Payment Instruction”</b>	A payment instruction that is initiated wrongly or is incorrect as follows: <ul style="list-style-type: none"> <li>• Participants post erroneous entries to Billers’/Payers’ bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers/Payers due to technical errors or operational errors;</li> <li>• Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and</li> <li>• Mistaken Payment Instruction.</li> </ul>
<b>“Fraudulent Payment Instruction”</b>	A payment which has been induced by dishonest or fraudulent means and which the Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and but is not in fact a Biller) or a third party who impersonates a Biller:-
<b>“Interbank GIRO” or “IBG”</b>	An interbank payment and funds transfer system provided by PayNet that facilitates payments and collections via the exchange of digitised transactions between Banks.

<b>“JomPAY Brand”</b>	The brand, icon, logo and marks for the JomPAY Scheme.
<b>“Mistaken Payment Instruction”</b>	A payment that is 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: <ul style="list-style-type: none"> <li>a) are directed to the wrong recipient;</li> <li>b) contain incorrect RRN;</li> <li>c) carry the wrong amount; or</li> <li>d) are duplicated</li> </ul>
<b>“Participant”</b>	A Bank that is a member of the JomPAY Scheme.
<b>“Payer”</b>	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 Scheme.
<b>“Payer-not-present”</b>	A Payer who is not physically present when the transaction is initiated for example Standing Instruction for a payment where the payer is not physical sending the instruction at the time the payment is made.
<b>“Payer Bank”</b>	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instructions.
<b>“Payment Instruction” or “Payment”</b>	An order from a Payer to its Payer Bank directing the Payer Bank to:- <ul style="list-style-type: none"> <li>a) draw funds from the Payer’s bank account; and</li> <li>b) transfer funds to the Biller Bank through IBG for the purpose of paying for a Bill to the Biller.</li> </ul>
<b>“Real-time Notification” or “RTN”</b>	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer’s bank account has been successfully debited for a Payment Instruction to the Biller.
<b>“Reversal”</b>	A transaction that:- <ul style="list-style-type: none"> <li>a) is initiated by a Biller to cancel an Erroneous Payment Instruction;</li> <li>b) may involve the making of a debit or credit adjustment to the account of the Payer related to the Erroneous Payment Instruction; and</li> <li>c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction has been applied to the bank account(s).</li> </ul>
<b>“RRN”</b>	Recipient Reference Number. A unique identifier of the bill account assigned by a Biller to a Payer. Printed as Ref-1 and Ref-2 on a Bill.
<b>“Scheme”</b>	A service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and RRN.
<b>“Scheme Operator” or “SO”</b>	The owner and the operator of the Scheme.

<b>“Unauthorised Payment Instruction”</b>	A payment made without the authority of the Payer (and from whose account that Payment was debited) or a Payment made by you which is void for any reason other than fraud. This includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer’s account and made unauthorised transactions from the Payer’s account to make other payments. However, this does not include a Fraudulent Payment Instruction.
<b>“Unrecoverable Loss”</b>	The portion of funds credited to the wrong party due to Erroneous Payments, Fraudulent Payments or Unauthorised Payments Instructions that cannot be retrieved after Participants have exhausted the recovery of funds process.

## 274.1 Payments

27.1.1 The following information must be provided to HLB / HLISB by you when making payment via the JomPAY Bill Payment Facility:-

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

274.1.2 HLB / HLISB will then debit the account specified by you with the amount of the Payment Instruction to the-Biller.

27.1.3 You hereby acknowledge that HLB / HLISB is not obliged to process a Payment Instruction if you do not give HLB / HLISB all information required or if any of the information given is inaccurate.

27.1.4 HLB / HLISB will not accept orders to stop Payment Instructions once you have instructed HLB / HLISB to make the Payment Instructions except when:-

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

27.1.5 HLB / HLISB will process all Payment Instructions in accordance with the following schedule:-

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

- 27.1.6 You should notify HLB / HLISB immediately if you become aware that you have made a mistake (except for underpayment) when instructing HLB / HLISB to make a payment, OR if you did not authorise a payment that has been made from your account. Recovery of funds for such payments shall be described in Clause 27.3 herein.
- 27.1.7 If you later discover that the Payment amount is lesser than the amount stated in the Payment Instruction given to HLB/HLISB, you can make another Payment for the difference in the said amounts.
- 27.1.8 HLB / HLISB will notify you of the status of the JomPAY Payment Instructions including the reasons of rejected or failed “Payer-not-present” payment instructions.
- 27.1.9 For avoidance of doubt, no refunds will be made through JomPAY for disputes that you 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 you are to resolve all such disputes or complaints with the Biller directly.

## **27.2 Payment Cut-Off Time**

- 27.2.1 If you give Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller if the Payer gives Payment Instructions after the Payment Cut-Off Time or on a day which is not a Business Day, in which event the Biller is deemed to have received Payment on the next Business Day.
- 27.2.2 The Payment Cut-Off Time is available to you at HLB’s website at <https://www.hlb.com.my/en/personal-banking/help-support/general-faq/service-turnaround-time.html> and HLISB’s website at <https://www.hlisb.com.my/en/personal-i/help-support/general-faq/service-turnaround-time.html>

## **27.3 Recovery of Funds and Liability for Payments**

- 27.3.1 HLB / HLISB will rectify Mistaken Payment Instructions made by you according to this Clause 27 provided the following conditions are satisfied:
- a) you immediately inform HLB / HLISB that you become aware of any delays or mistakes in processing Payment(s); and
  - b) HLB / HLISB is satisfied that a Mistaken Payment Instruction has occurred.
- 27.3.2 Subject to Clause 27.3.1, HLB / HLISB will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by you, in the way described below:
- 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) if HLB / HLISB is satisfied that the error for incorrect amount payment is caused by the Biller, HLB / HLISB shall carry out a Reversal to your account and submit a request to recover funds to the Biller Bank of the Biller for the error;
  - c) for payment that is not completed or failed at HLB/HLISB’s end, HLB / HLISB shall credit back the amount of the failed payment into your Account 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 your account before initiating a recovery of funds request.
- 27.3.3 Any request for recovery of funds made on your behalf for Mistaken Payment Instructions mentioned in Clause 27.3.1 or Erroneous Payment Instructions shall be processed in accordance with Clause 27.4 herein. Subject to Clause 27.4, HLB / HLISB will work with the Affected Participant to request and recover the funds on your behalf.
- 27.3.4 All enquiries or complaints raised by you regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5 pm on a Business Day would be deemed received at the start of the next Business Day.
- 27.3.5 HLB / HLISB is entitled to debit your account (for recovery of funds) in the event HLB / HLISB did not debit your account after Payment Instruction has been properly and successfully executed.
- 27.3.6 Subject to Clause 27.4 herein (for requests of funds recovery made by Payer Bank), HLB / HLISB is entitled to debit your account for funds that had been incorrectly credited into your account due to the following reasons:
- a) Mistaken Payment Instructions;
  - b) Erroneous Payment Instruction;
  - c) Unauthorised Payment Instruction; and
  - d) Fraudulent Payment Instruction.

#### **27.4 Erroneous Payment Instruction/Mistaken Payment Instruction**

- 27.4.1 You may request for recovery of funds that were incorrectly transferred to an Affected Bank Customer who is a non-Biller in the following manner:
- (a) Recovery of funds wrongly credited to an Affected Bank Customer who is not a Biller, of which request is received within twenty one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLB / HLISB shall proceed with the recovery of funds and remit the funds into your account within one (1) Business Day, if the following conditions are met:
    - (i) The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
    - (ii) There is sufficient balance in the affected account; and
    - (iii) There is no evidence that the Affected Bank Customer is entitled to the funds in question.
  - (b) Recovery of funds wrongly credited to an Affected Bank Customer who is not a Biller, of which the recovery of fund 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 remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:

- (i) The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
  - (ii) There is sufficient balance in the Affected Bank Customer's account;
  - (iii) There is no evidence that the Affected Bank Customer is entitled to the funds in question.
- (c) Recovery of funds wrongly credited to an Affected Bank Customer who is not a Biller, of which the recovery of fund 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 remit the funds into your account within fifteen (15) Business Days, if the following conditions are met:
- (i) The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
  - (ii) There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
  - (iii) The Affected Bank Customer has given its consent for HLB / HLISB to debit his account.

**27.4.2 Payment Instructions arising from fraud, which include but is not limited to:-**

- (a) Payment Instruction initiated or generated by a party that is not authorised to make the payment. This could occur if a party obtains unauthorised access to your payment channels and initiates Payment Instructions without authorisation from you;
- (b) You are misled into making a Payment Instruction that benefits a party other than the party intended by you. This could occur if a Biller generates fake bills or a third party tampers with genuine bills to cause payments to be diverted; and
- (c) You make a Payment Instruction to a fraudulent biller who does not deliver the goods and services for which the payment was made. This could occur if fraudsters enrol into the Scheme as Billers to fraudulently collect payments.

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

- (a) Subject to Clause 27.4.3 (b), 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 remit the funds into your account within one (1) Business Day:-
  - (i) If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
  - (ii) The funds have been credited to the Affected Biller's account;
  - (iii) The Affected Biller has not acted on RTN;
  - (iv) The RTN has not been delivered to the Affected Biller;
  - (v) There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
  - (vi) The Affected Participant shall give written notification to the Affected Biller before debiting its account.
- (b) If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.

- (c) Recovery of funds wrongly credited to an Affected Bank Customer who is a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 27.4.1 (b) ~~herein~~.
- (d) Recovery of funds wrongly credited to an Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 27.4.1 (c) herein.

27.4.4 Notwithstanding Clause 27.4.1 and Clause 27.4.3 above, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

27.4.5 You acknowledge 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 you and that Biller.

## **27.5 Unauthorised Payment Instruction and Fraudulent Payment Instruction**

27.5.1 HLB / HLISB shall upon receiving a report from you, 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 your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

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

27.5.2 For Fraudulent Payment Instruction, HLB / HLISB shall upon receiving report from you alleging that a Fraudulent Payment Instruction was made, or becoming aware of any Fraudulent Payment Instruction originating from HLB/HLISB, remit the funds into your account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- (a) HLB / HLISB shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
- (b) If 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 your Account arising from the Fraudulent Payment Instruction would be reversed; and
- (c) The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

- 27.5.3 Notwithstanding Clause 27.5.1 and Clause 27.5.2 above, 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.
- 27.5.4 No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Credit Cards and Debit Cards.
- 27.5.5 You shall indemnify HLB / HLISB against 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 you pursuant to this Clause 27.

### **27.6 Batch Payments**

- 27.6.1 Subject to HLB/HLISB's agreement, you are allowed to do Batch Payment if:-
- (a) you are making Batch Payment on your own behalf; or
  - (b) you are making Batch Payment on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.
- 27.6.2 You are allowed to do Batch Payment by debiting your CASA or Credit Card account(s) held with HLB / HLISB, as the case may be.
- 27.6.3 You warrant to HLB / HLISB that:
- (a) such Batch Payment is made on your own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments on your own behalf, or on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other persons; and
  - (b) such Batch Payment is made not for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.
- 27.6.4 All other provisions contained in this Clause 27 shall also apply to Batch Payment.

### **27.7 Payment Queries**

- 27.7.1 HLB / HLISB shall, in good faith, attempt to settle all payment queries or disputes with you arising in connection with the JomPAY services amicably by mutual agreement.
- 27.7.2 In the case of a dispute or conflict, you are entitled to seek recourse via the industry mediation and arbitration bodies such as the Ombudsman for Financial Services.
- 27.7.3 You also have 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 Participants to correct or address the non-compliances; and
  - (c) Determination if penalties are applicable for the non-compliance.
- 27.7.4 All decisions rendered by the Scheme Operator in response to complaints from you shall be binding on HLB / HLISB.

### **27.8 Suspension**

27.8.1 HLB / HLISB may suspend your right to use the Scheme at any time in accordance with Clause 14 of these Terms and Conditions.

### **27.9 Biller Cannot Process Payment**

27.9.1 If HLB / HLISB is informed that payment by you cannot be processed by a Biller, HLB / HLISB will:-

- (a) inform you about this; and
- (b) credit your Account with the amount of the payment.

### **27.10 Account Records**

27.10.1 You must check your Account and immediately report to HLB / HLISB as soon as you are aware of any errors or of any payment(s) that you did not authorise or you think were made by someone else without your permission.

### **27.11 Inconsistency**

27.11.1 In the event of any inconsistency between the Terms and Conditions and this Clause 27, the provisions of this Clause 27 shall prevail to the extent of such inconsistency.

### **28.0 DuitNow**

28.1 For matters relating to NAD and the use of DuitNow services the following terms and conditions as published on our website shall apply:-

- (a) Terms and Conditions Governing The National Addressing Database which are available at: <https://www.hlb.com.my/en/personal-banking/hong-leong-connect/web/duitnow-tnc.html>
- (b) DuitNow Terms and Conditions which are available at: [https://www.hlb.com.my/content/dam/hlb/my/images/HL\\_Connect/Connect/duitnow/hlb-duitnow-tnc-en.pdf](https://www.hlb.com.my/content/dam/hlb/my/images/HL_Connect/Connect/duitnow/hlb-duitnow-tnc-en.pdf)