

TERMS AND CONDITIONS FOR HLB BUSINESS INTERNET BANKING

Last Updated: November 2025

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, 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,

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	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: <ul style="list-style-type: none"> • 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 and is 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 25.3 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):

	<p>(a) to operate the Account(s) and issue Instructions to HLB/HLISB through HLB Business Internet Banking; and</p> <p>(b) to use the Security Device (or Security Devices if more than one User) on behalf of the Customer through HLB Business Internet Banking.</p> <p>Reference to the User shall include such person(s) which the Customer may appoint or substitute from time to time.</p>
“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.

3.3 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 herein apply to Customers who access HLB Business Internet Bank via a Mobile Device.
- 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 and are subject to these Terms and Conditions.
- 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 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).
- 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.
- 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 (“SOCSO”) 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 SOCSO for any cancellation or refund required for LHDN income tax payment, EPF contribution payment, and SOCSO contribution payment submitted.
- 6.16 Where the Customer requires any amendment, cancellation or revocation of Instructions for payments other than LHDN income tax payments, EPF contribution payments and SOCSO contribution payments, the Customer shall provide HLB/HLISB with a subsequent Instruction or an authorization letter to amend, cancel or revoke such Instruction.
- 6.17 HLB/HLISB may, with prior notice to the Customer, impose an instruction-change fee (which sum shall be decided by HLB/HLISB in its absolute 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 complaints 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 the manner set out in Clause 6.20 above.

Notification to HLB/HLISB

- 6.22 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).
- 6.23 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 sole 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.

- 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 willful 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.

11.4 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.

11.5 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, in its absolute discretion at any time and with prior notice, 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, in its absolute discretion 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 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 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 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 has the absolute discretion to 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 has the absolute right to reject the Electronic Instructions should HLB/HLISB determine at its sole discretion 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 has the absolute 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 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.
