

**TERMS AND CONDITIONS FOR THE USE OF JOMPAY**

Last Updated: October 2025

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

**1. Definitions****1.1 Definitions**

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

Terms	Meaning
<b>“Account”</b>	Means banking account or accounts (without limitation to, savings accounts, current accounts, Tawarruq accounts, virtual internet accounts but excluding fixed deposit accounts), which the Customer has or may have with HLB/HLISB that may be accessed through HLB Business Internet Banking at any given time.
<b>“Affected Biller”</b>	Means a Biller that received Erroneous or Mistaken or Unauthorized or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Billers, Payers, other clients of a Participant or PayNet.
<b>“Affected Biller Bank”</b>	Refers to a Bank where banking accounts have been opened and maintained in the Affected Biller’s name.
<b>“Bank”</b>	Means a financial institution that is licensed under the Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
<b>“Batch Payment”</b>	Means payments made to one or more Billers by grouping and bundling individual payment instruction(s) and collectively transmitting these payment instruction(s) at scheduled times.
<b>“Beneficiary of Fraud”</b>	Means the party who ultimately benefits from an Unauthorised Payment Instruction or Fraudulent Payment Instruction.
<b>“Bill”</b>	Means an itemised statement of money owed, or a request

	to pay, for purchase of goods, provision of services and/or any other business transaction.
<b>“Biller Bank”</b>	Means a Participant appointed by a Biller to facilitate the Biller’s collection of bill payments via JomPAY.
<b>“Biller Code”</b>	Means an alphanumeric code uniquely identifying either: (a) a Biller; or (b) a Biller’s product or service category for purposes of routing Payments to the Biller.
<b>“Biller”</b>	Means Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organization, societies, charities participating in the JomPAY Scheme to collect bill payments.
<b>“BNM”</b>	Means Bank Negara Malaysia.
<b>“Business Day”</b>	Means a day which HLB/HLISB is open for business in the Federal Territory of Kuala Lumpur.
<b>“Customer”</b>	Means a party who maintains an Account with HLB/HLISB and is registered with HLB/HLISB for HLB Business Internet Banking, which expression shall include its Users and successors-in-title.
<b>“End User(s)”</b>	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.
<b>“Erroneous Payment Instruction”</b>	Means a Payment Instruction that is initiated wrongly or is incorrect as follows: (a) Participants post erroneous entries to Billers’/Payers’ bank accounts, DuitNow ID or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Payers due to technical errors or operational errors; (b) Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and (c) Mistaken Payment Instruction which is directed to the wrong Billers/Payers/DuitNow ID, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.
<b>“Fraudulent Payment Instruction”</b>	Means a Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment

	as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller/DuitNow recipient or as a result of a DuitNow brand displayed by a third party who purports to be a Biller.
<b>“HLB Business Internet Banking”</b>	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.
<b>“HLB”</b>	Refers to Hong Leong Bank Berhad (193401000023 (97141-X)) and includes all its successors-in-title and assigns.
<b>“HLISB”</b>	Refers to Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) and includes all its successors-in-title and assigns.
<b>“HLB/HLISB’s Website”</b>	Means HLB’s / HLISB’s website at <a href="http://www.hlb.com.my">http://www.hlb.com.my</a> / <a href="http://www.hlisb.com.my">www.hlisb.com.my</a> .
<b>“IBG Same Day Cut-Off Time”</b>	Means the deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> <li>• Initiated before this deadline would be credited on the same Business Day.</li> <li>• Initiated after this deadline would be credited on the next Business Day.</li> </ul>
<b>“IBG”</b>	Refers to Interbank GIRO, an inter-bank fund transfer system integrated with PAYMENTS NETWORK MALAYSIA SDN BHD (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd) (Company No. 836743-D) that facilitates payments and collections via the exchange of digitised transactions between banks.
<b>“Instructions”</b>	Means any application, authorisation, instruction, mandate or request issued by the Customer to HLB/HLISB pertaining to the Account or any other Transactions initiated through HLB Business Internet Banking services.
<b>“JomPAY Brand”</b>	Means the brand, icon, logo and marks for the JomPAY Scheme.

<b>“JomPAY Scheme”</b>	Means the overall system and framework for bill payments. It includes the rules, participants, and procedures that govern the operation of entire system.
<b>“JomPAY Services”</b>	Means a service offered by PayNet which facilitates industry wide ubiquitous bill payments through the use of standard Biller Codes and RRN (Recipient Reference Numbers).
<b>“Mistaken Payment Instruction”</b>	Means a payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer’s Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which: <ul style="list-style-type: none"> <li>(a) are directed to the wrong Customers or Billers;</li> <li>(b) contain incorrect RRN (Recipient Reference Numbers);</li> <li>(c) carry the wrong amount; or</li> <li>(d) are duplicated.</li> </ul>
<b>“Mobile Device”</b>	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.
<b>“Participant”</b>	Means a bank that is a member of the JomPAY Scheme.
<b>“Payer Bank”</b>	Means a Participant who offers services that allow Payers to initiate Payment Instructions.
<b>“Payer”</b>	Means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Bank customers that make payments to Billers using the JomPAY Scheme.
<b>“Payment Date”</b>	Means the date the Customer’s/Payer’s Account is debited for payments effected by the Customer/Payer.
<b>“Payment Instruction” or “Payment” or “Pay”</b>	Means an order from a Payer to its Payer Bank directing the Payer Bank to: <ul style="list-style-type: none"> <li>(a) draw funds from the Payer’s bank account; and</li> <li>(b) transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.</li> </ul>
<b>“PayNet”</b>	Means PAYMENTS NETWORK MALAYSIA SDN BHD (formerly merged between Malaysian Electronic Clearing Corporation Sdn. Bhd. and Malaysian Electronic Payment System Sdn. Bhd.) (Company No. 836743-D), a payment subsidiary of BNM and formed in August 2017 in Malaysia,

	who has been appointed by BNM, as the national payments network and shared central infrastructure for Malaysia's financial markets.
<b>"Personal Data"</b>	Means personal data as defined under the Personal Data Protection Act 2010.
<b>"Privacy Notice"</b>	HLB/HLISB's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLB / HLISB. These policies and principles may be amended from time to time and are made available at the HLB / HLISB Websites respectively.
<b>"Real-time Notification" or "RTN"</b>	Means a form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer's Account has been successfully debited for a Payment Instruction to the Biller.
<b>"Recipient Reference Number" or "RRN"</b>	Means a unique identifier assigned by a Biller to a Payer referred as Ref-1 and Ref-2 on a Bill.
<b>"Relevant Data Subject"</b>	Means all persons named in the Customer's application for the Account and the Service or such documents submitted to HLB/HLISB in support of such application and/or their authorized representatives, including but not limited to the Customer's directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB.
<b>"Scheme Operator" or "SO"</b>	Means the owner and the operator of the JomPAY Scheme.
<b>"Security Codes"</b>	Means the security credentials used to identify the Customer when the Customer accesses and utilises HLB Business Internet Banking, which includes the User ID, passwords, codes generated by the Security Device or such other devices approved by HLB/HLISB and any other security codes that HLB/HLISB may issue/implement from time to time with prior notice to the Customer.
<b>"Security Device"</b>	Means the Physical Token or eToken.
<b>"Service"</b>	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.
<b>"Transactions"</b>	Means the transactions made available through HLB Business Internet Banking which includes but is not limited to funds transfer, IBG, RENTAS, foreign telegraphic transfer, and such other transactions as offered by HLB/HLISB at any time and from time to time.

<b>“Terms and Conditions”</b>	Means these Terms and Conditions for the Use of JomPAY.
<b>“Unauthorised Payment Instruction”</b>	Means a payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer’s Account and makes unauthorised transactions from the Payer’s Account to make other payments. However, it does not include a Fraudulent Payment Instruction.
<b>“Unrecoverable Loss”</b>	Means the portion of funds credited to the wrong party due to Erroneous or Mistaken or Unauthorized or Fraudulent Payment Instruction that cannot be retrieved after the Participants have exhausted the recovery of funds process.
<b>“User”</b>	<p>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> <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>
<b>“User ID”</b>	means a unique name made up of a string of alphanumeric characters issued by HLB/HLISB to the User, which must be keyed in by the User together with the Security Codes in order to gain access to HLB Business Internet Banking.

## **2. Liabilities of the Parties**

- 2.1 The Customer shall be responsible and liable, without any limit, for the following: -
- (a) 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 or for any indirect or consequential loss or damage whatsoever or howsoever arising from the use of HLB Business Internet Banking and/or the JomPAY Services via HLB Business Internet Banking even if HLB/HLISB has been advised of the possibility of such loss or damage or claim by any third party.

## **3. The Customer's Undertaking**

- 3.1 The Customer undertakes to reimburse and pay to HLB/HLISB upon HLB/HLISB's written demand, all claims, demands, actions, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by HLB/HLISB in connection with or arising out of the Customer's/User's act or omission in the Customer's use of HLB Business Internet Banking or the acceptance of any Instructions given by the Customer/User or breach by the Customer/User of any of these Terms and Conditions, including the Customer's/User's failure to protect the Security Codes or failure to use HLB Business Internet Banking in accordance with the security rules prescribed by HLB/HLISB including installing appropriate firewalls, anti-virus and anti-spyware.
- 3.2 The Customer shall reimburse and pay to HLB/HLISB and/or the Scheme Operator for any loss or damage suffered by HLB/HLISB and/or the Scheme Operator due to any claim, demand, or action brought against HLB/HLISB and/or the Scheme Operator resulting from the Customer's/User's negligent and/or fraudulent act.
- 3.3 This Clause 3 shall survive the termination of the Customer's/User's use of and access to HLB Business Internet Banking and/or the JomPAY Services.

## **4. Disclosure**

The Customer hereby agrees that:

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

- (d) The Customer shall notify HLB/HLISB if any of the Customer's and/or the User's personal information is inaccurate, or if there are any changes to such personal information, and the Customer/User consents to disclosure of the updated personal information by HLB/HLISB to all the Scheme Operator, Billers, Biller Banks, Payer Banks and all the Participants who are members of the JomPAY Scheme for the purpose of Clause 4(a) above; and
- (e) The Customer's requested payment or use the JomPAY Services will not be possible to process if the Customer's Personal Data and/or the Personal Data of the User is not disclosed to the parties specified in Clauses 4(c) and (d) above.

## **5. JomPAY Services**

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

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

### **5.1 Payments**

- 5.1.1 The following information must be provided to HLB/HLISB by the Customer when making payment via the JomPAY Services:
  - (a) Biller Code;
  - (b) Ref-1;
  - (c) Ref-2 (if stated in Payer's Bill) (optional);
  - (d) Contact Number (optional);
  - (e) Payment Date;
  - (f) Amount; and
  - (g) Account from which payment is to be debited.
- 5.1.2 HLB/HLISB will then debit the Account specified by the Customer with the amount of the Payment Instruction to the Biller.
- 5.1.3 The Customer hereby acknowledges that HLB/HLISB is not obliged to effect a payment if the Customer does not give HLB/HLISB all information required or if any of the information given is inaccurate.
- 5.1.4 HLB/HLISB will process all Payment Instructions in accordance with the following timelines:



#### Payment Cut-Off Time

- 5.1.4.1 Payment made before 17:00 on a Business Day will be processed within the same day.
- 5.1.4.2 Payment made after 17:00 on a Business Day will be processed the next Business Day.
- 5.1.4.3 Payment made on a public holiday or on a non-Business Day or after the relevant payment cut-off time on a Business Day will be processed the next Business Day.
- 5.1.5 HLB/HLISB will not accept orders to stop Payment Instructions once the Customer has instructed HLB/HLISB to make the Payment Instructions except when:
  - 5.1.5.1 HLB/HLISB has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
  - 5.1.5.2 The Payment Instructions are future dated payments that HLB/HLISB have not transmitted to IBG.
- 5.1.6 The Customer should notify HLB/HLISB immediately if the Customer becomes aware that the Customer has made a mistake (except for underpayment) when instructing HLB/HLISB to make a payment, OR if the Customer did not authorise a payment that has been made from the Customer's Account. Any recovery of funds for such payments shall be made in accordance with the terms set out in Clause 5.3 herein.
- 5.1.7 In the event of an underpayment, the Customer can make another Payment for the difference in the said amount.
- 5.1.8 HLB/HLISB will notify the Customer of the status of the Payment Instructions including the reasons of rejected or failed "Payer-not-present" Payment Instructions. However, the Customer has the option not to receive these notifications upon request.
- 5.1.9 For avoidance of doubt, no refunds will be made through JomPAY for disputes that the Customer may have with the Biller in relation to any goods or services provided by the Biller, whether in respect of fitness for purpose or quality of the goods and services and the Customer is to resolve all such disputes or complaints with the Biller directly.

#### 5.2 Payment Cut-Off Time

- 5.2.1 If the Customer gives Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day outlined in Clause 5.1.4 above, the Biller is deemed to have received Payment on the same Business Day. However, the Payment may take longer to be credited to a Biller if the Payer gives Payment Instructions after the Payment Cut- Off Time or on a day which is not a Business

Day, in which event the Biller is deemed to have received Payment on the next Business Day.

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

### 5.3 Recovery of Funds and Liability for Payments

- 5.3.1 HLB/HLISB will rectify Mistaken Payment Instruction made by the Customer according to these Terms and Conditions provided the following conditions are satisfied:

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

- 5.3.2 Subject to Clause 5.3.1, HLB/HLISB will attempt to rectify any such matters in relation to Mistaken Payment Instruction made by the Customer, in the way described in this clause:

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

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

- 5.3.4 All enquiries or complaints raised by the Customer regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5pm on a Business Day would be deemed received at the start of the next Business Day.

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

5.3.6 Subject to Clause 5.4 herein (for requests of funds made by Payer Bank), HLB/HLISB is entitled to debit the Customer's Account for funds credited into the Customer's Account due to the following payments made by persons other than the Customer:

- (a) Mistaken Payment Instructions;
- (b) Erroneous Payment Instruction;
- (c) Unauthorised Payment Instruction; and
- (d) Fraudulent Payment Instruction.

#### 5.4 Erroneous Payment Instruction/Mistaken Payment Instruction

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

- (a) Recovery of funds wrongly credited to an Affected Biller who is not a Biller, of which request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLB/HLISB shall proceed with the recovery of funds and upon receipt of the funds, remit the said funds into the Customer's Account within one (1) Business Day, if the following conditions are met:
  - i. The Affected Biller Bank is fully satisfied that funds were erroneously credited to the Affected Biller's account;
  - ii. There is sufficient balance in the Affected Biller's account;
  - iii. There is no evidence that the Affected Biller is entitled to the funds in question; and
  - iv. The Affected Biller Bank shall have given written notification to the Affected Biller before debiting its account.
- (b) Recovery of funds wrongly credited to an Affected Biller who is not a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLB/HLISB shall proceed with the recovery of funds and upon receipt of the funds, remit the said funds into the Customer's Account within fifteen (15) Business Days, if the following conditions are met:
  - i. The Affected Biller Bank is fully satisfied that funds were erroneously credited to the Affected Biller's account;
  - ii. There is sufficient balance in the Affected Biller's account;

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

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

- (a) Subject to Clause 5.4.3, if the request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLB/HLISB shall proceed with the recovery of funds and upon receipt of the funds, remit the said funds into the Customer's Account within one (1) Business Day, if the following conditions are met:
- (i) The Affected Biller Bank is fully satisfied that funds were erroneously credited to the Affected Biller;
  - (ii) The funds have been credited to the Affected Biller's account;
  - (iii) The Affected Biller has not acted on RTN;
  - (iv) The RTN has not been delivered to the Affected Biller;
  - (v) There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
  - (vi) The Affected Biller Bank shall give written notification to the Affected Biller before debiting its account.

5.4.3 If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.

- 5.4.4 Recovery of funds wrongly credited to an Affected Biller who is a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 5.4.1 (b).
- 5.4.5 Recovery of funds wrongly credited to an Affected Biller who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 5.4.1 (c) herein.
- 5.4.6 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Biller's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.
- 5.4.7 The Customer acknowledges that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Customer and that Biller.
- 5.5 Unauthorised Payment Instruction and Fraudulent Payment Instruction
- 5.5.1 HLB/HLISB shall upon receiving a report from the Customer, alleging that an Unauthorised Payment Instruction was made, or upon becoming aware of any Unauthorised Payment Instruction originating from HLB/HLISB, remit the funds into the Customer's Account within one (1) Business Day from date of receipt of the funds from the Affected Biller Bank, if the following conditions are met:
- (a) HLB/HLISB shall conduct an investigation and determine within fourteen (14) Business Days, whether the Unauthorised Payment Instruction alleged by the Customer occurred;
  - (b) HLB/HLISB is satisfied that the Unauthorised Payment Instruction did indeed occur, HLB/HLISB shall initiate a reversal process whereby all debits posted to the Customer's Account arising from the Unauthorised Payment Instruction would be reversed; and
  - (c) The Affected Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.
- 5.5.2 For Fraudulent Payment Instruction, HLB/HLISB shall upon receiving report from the Customer alleging that a Fraudulent Payment Instruction was made, or becoming aware of any Fraudulent Payment Instruction originating from HLB/HLISB, remit the funds into the Customer's Account within one (1)

Business Day from date of receipt of the funds from the Affected Biller Bank, if the following conditions are met:

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

5.5.3 Notwithstanding the aforesaid, if the funds for any Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.

5.5.4 Chargeback rights are not available under the JomPAY Scheme.

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

## 5.6 Batch Payments

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

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

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

5.6.3 Customer warrants to HLB/HLISB that:

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

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

#### 5.7 Payment Queries

- 5.7.1 HLB/HLISB shall, in good faith, attempt to settle all payment queries or disputes with the Customer arising in connection with the JomPAY Services amicably by mutual agreement.
- 5.7.2 In the case of a dispute or conflict, the Customer is entitled to seek recourse via the industry mediation and arbitration bodies such as the Ombudsman for Financial Services.
- 5.7.3 The Customer also has the right to lodge a complaint with the Scheme Operator if there are allegations of HLB/HLISB's non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:
- (a) Determination whether there has been non-compliance;
  - (b) Stipulating remedies for the Participants to correct or address the non-compliances; and
  - (c) Determination if penalties are applicable for the non-compliance.
- 5.7.4 All decisions rendered by the Scheme Operator in response to complaints from the Customer shall be binding on HLB/HLISB.

#### 5.8 Suspension

- 5.8.1 HLB/HLISB may suspend the Customer's right to use the JomPAY Services at any time in the circumstances specified in Clause 14 of the Terms and Conditions for the Hong Leong Bank Business Internet Banking.

#### 5.9 Biller Cannot Process Payment

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

#### 5.10 Account Records

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

#### 5.11 Governing Law

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

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