

## TERMS AND CONDITIONS

1. Services provided herein include the issuance of Banker's Cheque ("BC"), effecting funds transfer vide Telegraphic Transfer ("TT"), SuperSend (applicable for HLB only), Interbank GIRO ("IBG") or other electronic modes of fund transfer as Hong Leong Bank Berhad [193401000023 (97141-X)] (HLB)/Hong Leong Islamic Bank Berhad [200501009144 (686191-W)] (HLISB) may determine in its absolute discretion ("Services"). HLB/HLISB shall be at liberty to appoint any agent, sub-agent or correspondent in using or affecting the relevant Services.
2. HLB/HLISB may send messages pertaining to TT, SuperSend (applicable for HLB only) or other modes of electronic fund transfer by either cable, telephone, facsimile or electronically as may be determined by HLB/HLISB, in either explicit language, code or cipher, where applicable. The SuperSend's (applicable for HLB only) daily maximum sending limit per Applicant is RM50,000.
3. The instructions contained in the Remittance Application Form ("RAF") shall be irreversible and irrevocable once delivered to HLB/HLISB unless otherwise permitted by HLB/HLISB. The instructions contained in the RAF for any of the Services received after the respective stipulated cut-off time will be held over until the next Business Day. The provision of the Services would also be held over if it is a non-Business Day in the Federal Territory. The turn-around time for TT and SuperSend (applicable for HLB only) is between one (1) to five (5) Business Days, depending on the beneficiary's geographical address.
4. Payment of the transferred funds is subject to the rules and regulations of the country where the payment is to be made. The original BC required to be repurchased by HLB/HLISB at the request of the Applicant shall be surrendered to HLB/HLISB, duly endorsed by the Applicant and shall be made only in Ringgit Malaysia (RM).
5. Refund of any remittance will be made only after HLB/HLISB receives a written confirmation of effective cancellation of the remittance from its correspondent or agent and an acceptable letter of indemnity from the Applicant, and provided that HLB/HLISB receives the sum from its correspondent or agent. In the case of lost, stolen or destroyed BCs, the Applicant shall in addition provide an acceptable letter from the beneficiary confirming non-receipt of the BC. Refunds shall be made only in RM less cost, interests (applicable for HLB only), charges and expenses. Remittance in foreign currency will be converted to RM at HLB/HLISB's buying rate for the foreign currency at the time of refund.
6. In the event a refund of any remittance is to be effected, HLB/HLISB will contact the Applicant based on the telephone numbers stated in the RAF and the refund will be effected in the following manner: a) If the Applicant has an account with HLB/HLISB, the funds will be credited to the same account stated in the application for remittance; b) If the Applicant does not have an account with HLB/HLISB, the refund will be effected in accordance with the mode of payment at the point of application subject to the following: (i) For individual Applicants who are MyKad holders, the refund can be made to the Applicant at any HLB/HLISB branch subject to successful biometric verification; or (ii) For individual Applicants who are non-MyKad holders, and non-individual Applicants, refunds can only be made at the branch where the application was made. c) For refunds effected by way of a BC, the BC will be held at the transaction branch for three (3) Business Days. In the event the Applicant cannot be contacted within three (3) Business Days from the date of cancellation of the remittance, the BC will be posted to the mailing address stated in the RAF.
7. All charges, costs, expenses and currency conversion losses, of any, incurred in respect of amendments, reversals, cancellations and/or refunds of the remittance shall be solely borne by the Applicant.
8. All remittance applications submitted to HLB/HLISB shall be subject to HLB/HLISB's approval.

9. HLB/HLISB shall be entitled to impose service fees and other charges for the Services utilized by the Applicant. The Applicant may refer to HLB/HLISB's websites at [www.hlb.com.my](http://www.hlb.com.my)/[www.hlisb.com.my](http://www.hlisb.com.my) ("Bank's Websites") for fees and charges for the Services. HLB/HLISB have the right to vary such service fees and charges at any time and from time to time by giving twenty-one (21) days' notice to the Applicant by way of notices in the banking hall or media or account statement or the Bank's Websites.
10. The Applicant shall ensure that all information provided in the RAF are accurate and correct. For IBG, the crediting to the beneficiary's account will be based solely on the ACCOUNT NUMBER written on the application form and not based on any other details. For remittance, the Applicant shall provide to HLB/HLISB immediately any information or supporting documents relating to the purpose of the remittance upon request. If the Applicant fails in providing or provided incorrect information or supporting documents, HLB/HLISB reserves the right to reject the application submitted.
11. Save and except for damages arising directly from HLB/HLISB's wilful default/gross negligence, HLB/HLISB shall not be liable to the Applicant or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage whatever or howsoever arising even if HLB/HLISB has been advised of the same for any of the following: (a) for any inaccurate or misleading information or error (including incorrect name or account number or amount of the application in any information provided to HLB/HLISB; and (b) in the event the transmission of messages is delayed, failed or otherwise interrupted due to reasons beyond HLB/HLISB's control including but not limited to fire, earthquake, landslide, flood; epidemic, natural catastrophe accident, riots, civil disturbance, industrial disputes, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure or beyond the control of HLB/HLISB; but in the event HLB/HLISB is found liable, HLB/HLISB's sole and entire liability or any such demands, claims or actions shall not exceed the amount of the application involved which gave rise to the claim.
12. The Applicant undertakes to indemnify HLB/HLISB fully and completely and against all claims, demands, action 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 and suffered by HLB/HLISB in connection with or in any manner arising out of the provision of the Services or the acceptances of any application made by the Applicant or breach by the Applicant of any of these Terms and Conditions. The liabilities of the Applicant shall be a continuing liability and will remain in full force and effect until the liability, if any, of HLB/HLISB is fully discharged.
13. In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013/Schedule 11 of the Islamic Financial Services Act 2013, the Applicant irrevocably authorizes and permits HLB/HLISB, its officers and employees to disclose and furnish all information concerning the remittance, present and future remittances of the Applicant and any other matters relating to the Applicant or its business and operations to: (a) other financial institutions granting or intending to grant any credit facilities to the Applicant, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia/Association of Islamic Banking and Financial Institutions Malaysia; (b) any current or future corporation which may be associated with or related to HLB/HLISB (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of HLB/HLISB's holding company; (c) the security parties or any party intending to provide security in respect of the remittance; (d) HLB/HLISB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and (e) HLB/HLISB's

professional advisers, service providers, nominees, agents, contractors or third-party service providers who are involved in the provision of products and services to or by HLB/HLISB and its related or associated companies.

14. The Applicant shall immediately notify the branch where the remittance application was made, of any disputes on the transaction done and any complaints may be lodged with the officer-in-charge of branch operations at HLB/HLISB's branch. Upon receipt of a complaint, HLB/HLISB will conduct an investigation and notify the Applicant of its findings and take remedial steps, where applicable.
15. HLB/HLISB reserves the right to amend, add to, delete or vary any or all of these Terms and Conditions and/or vary or terminate all or any part of or scope of the Services at any time and from time to time as it deems fit by providing twenty-one (21) days' prior written notice to the Applicant. The Applicant agrees to access the Bank's Websites on regular basis to view the Terms and Conditions and to be kept up-to-date on any changes or variations to the Terms and Conditions.
16. The Applicant shall, upon advice by HLB/HLISB, be aware of any sanctions imposed on any countries/organizations where the Applicant wishes to send funds to or receive funds from. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanction, HLB/HLISB will not be held liable for such delay/block/holding.
17. All cheque payments made to HLB/HLISB are to be made payable to "HLB/HLISB for application", whichever applicable. In the event the Applicant omits or fails to do so, HLB/HLISB shall not be liable for any misappropriation of funds, theft and/or alteration of the said cheque and shall reserve the right to apply the proceeds of that cheque towards payment of the Applicant's due and payable indebtedness to HLB/HLISB in such manner as it deems fit. All cash and cheque payments to HLB/HLISB are to be made at HLB/HLISB's transaction counters and not to any persons (whether HLB/HLISB's representatives or otherwise) outside the banking premises.
18. The Applicant has read HLB/HLISB's Privacy Notice and agree that all personal data provided to HLB/HLISB by the Applicant and/or acquired by HLB/HLISB from the public domain, as well as personal data that arises as a result of the provision of services to the Applicant will be subject to such Privacy Notice as may be varied from time to time. The Applicant hereby agrees and authorizes the disclosure of the Applicant's name and other contact details to companies within the HLB and/or Hong Leong Financial Group Berhad group of companies for marketing and promotional purposes. Copies of the Privacy Notice are available upon request or from HLB's website ([www.hlb.com.my](http://www.hlb.com.my)) or HLISB's website ([www.hlisb.com.my](http://www.hlisb.com.my)).
19. Privacy Notice means HLB/HLISB's policies and principles pertaining to the collection, use and storage of personal information of existing and potential customers (individual or entity) dealing with HLB/HLISB as may be amended from time to time and made available at HLB/HLISB's websites respectively or in such manner as HLB/HLISB deems appropriate from time to time.
20. The Applicant hereby represents and warrants that the Applicant has obtained the consent of all persons named in the Applicant's RAF or such other document submitted to HLB/HLISB in support of such application and/or their authorized representatives, including not limited to the Applicant'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.
21. The Applicant hereby agrees and consents to the holding, collection and use of all personal data provided to HLB/HLISB by the Applicant and/or acquired by HLB/HLISB from the public domain, as well as personal data that arises as a result of the provision of services to the

Applicant in connection with the remittance in accordance with the Privacy Notice of HLB/HLISB as may be amended from time to time.

22. Applicants who wish to opt-out from the sharing of the personal data within the HLB and/or Hong Leong Financial Group Berhad group of companies for marketing and promotional purposes are required to visit any of the branches or call our Call Centre at 03-7626 8899 to register the instruction to opt-out of the said sharing.
23. "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 consumption tax and other taxes by whatever name called, and any interest, fines, penalties or compensation charge (applicable for HLISB only) in respect thereof. "Appropriate Authority" means any government or taxing authority.
24. The service fees and charges and all other monies to be paid by Applicant to HLB/HLISB under these Terms and Conditions, including any amount representing reimbursements to be paid by Applicant 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.
25. The Applicant understands that all foreign remittances may be subjected to handling charges imposed by the foreign agents and that the beneficiary shall bear these charges unless indicated otherwise to HLB/HLISB.
26. If the Applicant is required by law to make any deduction or withholding from the service fees and 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 Applicant in respect of which the deduction or withholding is required shall be increased so that the net service fees and charges 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.
27. In addition to the service fees and charges and all other monies payable, the Applicant shall 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 and remitted by the Applicant directly to any Appropriate Authority,.
28. 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 these Terms and Conditions by HLB/HLISB, a corresponding adjustment may at HLB/HLISB's discretion be made as between HLB/HLISB and Applicant and in such event, any payment necessary to give effect to the adjustment shall be made.
29. All Tax as shall be payable by the Applicant to HLB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLB/HLISB.
30. The Applicant 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 the transaction contemplated under these Terms and Conditions, the Applicant agrees to provide its fullest cooperation to HLB/HLISB in assisting HLB/HLISB in complying with its obligations under the relevant laws.

31. 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 under 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.
32. For the purpose of these Terms and Conditions, "Business Day" means a day on which HLB/HLISB is open for business in West Malaysia and East Malaysia, as the case may be, and on which transactions of the nature contemplated in these Terms and Conditions are carried out.
33. The Terms and Conditions contained herein shall be governed by and construed in accordance with the laws of Malaysia. The Applicant hereby agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.
34. Important Notice: Applicant are advised to read and understand the Foreign Exchange Notice ("FEN") from Bank Negara Malaysia's website at <http://www.bnm.gov.my> and ensure all activities performed for accounts maintained with HLB and/or HLISB comply with FEN at all time.