

Hong Leong Bank Bhd (“HLB”)/ Hong Leong Islamic Bank Bhd (“HLISB”)

Terms & Conditions for HLB Designed by You (“T&Cs”)

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE, YOU HEREBY AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT OR UNABLE TO ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS TO THIS WEBSITE.

The content posted by DBY is for informational purposes and use only. It does not constitute and is not intended as financial or investment advice. You are encouraged to consult with competent accounting, financial or investment professionals based on Your specific circumstances and needs before making any financial or investment decisions. We do not make any warranties as to accuracy or completeness of this information, do not endorse any third-party companies, products, or services described here, and take no liability for Your use of information. Figures and pictures, where used, are for illustration and explanation purposes only.

1. General

HLB Designed by You (“DBY”) is an online community platform created specifically for Hong Leong Connect Users (“Connect Users”). DBY focuses on idea generation and feedback gathering among the Hong Leong Connect community. Connect Users who have followed the instructions as provided in Clause 3(i) below and become DBY Users (herein refer as “DBY Users”) can express or contribute valuable ideas or feedback to Us as a banking customer in general.

In DBY, We actively work towards:

- Collaboration in ideation to create better banking services for everyone;
- Active participation of DBY Users in DBY;
- Creating a safe community within DBY;
- Cultivating a network of support and encouragement for each other; and
- Encouraging responsible and varied forms of expression.

These terms and conditions shall govern Your use of DBY. By accessing and using DBY, You are deemed to have agreed to be bound by these T&Cs and any amendments made there to without limitation or qualification. As such, please read and understand these T&Cs carefully. Should You not accept or

agree to these T&Cs, You are required to discontinue Your access to DBY and utilization of the services provided via DBY.

2. Definitions and Interpretation

Bank	Means either Hong Leong Bank Berhad ((193401000023) (97141-X)) or Hong Leong Islamic Bank Berhad ((200501009144) (686191-W)) and includes their respective successors-in-title and permitted assigns.
Complaint	Means a statement (whether in writing, oral, pictorially or in machine readable form) of dissatisfaction by any DBY Users towards the Bank.
HLB Designed by You (“DBY”)	Means the online community platform where Connect Users share their ideas or opinions, hosted by the Bank.
DBY User(s), You, Your	Connect Users who have registered to become a member of DBY.
We, Our or Us	Means DBY administration team.
Hong Leong Connect	Means HLB Connect Online and HLB Connect App, where Connect Users can perform online banking transactions.
Privacy Notice	Means the Bank’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities (including but not limited to DBY Users) dealing with the Bank as may be amended from time to time and made available at www.hlb.com.my or in such manner as the Bank deems appropriate from time to time.
Post(s), posting(s)	An idea / comment / statement posted by DBY Users in DBY, including a response to an idea posted by DBY User to another DBY User, whether in text, graphic form, video, audio, computer software or any other form.

3. Eligibility

All Connect Users are allowed to participate in DBY.

- i. To access DBY, the Connect Users must have a HLB Connect Online account and Connect Users will have to login to HLB Connect Online and click on the 'Designed by You' icon where Connect Users will be guided in becoming a DBY User and set up a DBY account.
- ii. DBY Users may be required to provide the Bank/Us with certain information as may, in the Bank's / Our sole opinion, be required in order to generate a DBY account for the DBY Users which may include, inter alia, name, identification/passport no., identification type, date of birth, gender and contact numbers, wherever applicable. After completion of the requisite steps, DBY User's access to DBY will, subject to the terms herein, be activated.

4. Rules of DBY

DBY Users agree and acknowledge that:

- i. DBY Users are responsible for all content of the Post(s), messages and online activities conducted through his/her DBY account;
- ii. The Bank has the proprietary right pertaining to the content of the Post
- iii. Any information, ideas, know-how, data, results, and inventions, and any associated intellectual property, that is made, discovered, created, invented or generated by DBY Users in any activities or work under DBY shall be owned by the Bank;
- iv. If any other person/ company has rights to intellectual property to the Post created by DBY User, DBY User hereby confirms that DBY User has either.
 - a. received permission from the original owner to post or make available the content or the Post, including but not limited to any software;
 - b. secure from the original owner a waiver as to all rights in or to the content or the Post; or
 - c. replace or modify so that it does not infringe with the intellectual property right of such other person / company.

5. Representation & Warranties:

- i. The Bank does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, correctness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of DBY, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
- ii. You agree that You have placed no reliance on any representation, warranty or guarantee made by Us save and except for those representations, warranties or guarantees which have been expressly stated under these T&Cs. Any representation, whether written or oral, given by any officer or representative of Us shall be void and have no legal effect whatsoever.
- iii. You agree / warrant and represent to Us that:
 - a. all information You have provided to Us are true and accurate;
 - b. You have the right and authority to submit the Post(s) and all content of the Posts are original work and creation of You and that the content of the Posts do not infringe copyright or any other intellectual property rights of any third party;
 - c. You will access DBY only through means authorized by Us;
 - d. You will not impair or circumvent the proper operation of DBY;
 - e. You will co-operate in relation to any financial crime screening or any other screening or procedures that are required to assist the Bank or Us or any of the Bank's service providers or business partners in complying with any prevailing legislations, laws and regulations;
 - f. You will not use DBY for fraudulent purposes, or for purposes other than the intended purposes of DBY;
 - g. You agree to observe all security measures in relation to DBY and the access to and use of DBY as specified in these T&Cs and any other legislation, subsidiary legislation, rules and regulations, policies or guidelines as may be in force in relation thereto;
 - h. You shall not initiate any claims, actions or suits against the Bank or Us, for any unauthorized use of DBY, whether as a result of security measures being compromised or otherwise;
 - i. You shall not interfere with the access to and use of DBY by other DBY Users;

- j. You shall not hack, attempt to hack or gain unauthorized access, whether directly or indirectly, into DBY for any purpose whatsoever;
- k. These T&Cs create legal, binding and valid obligations, enforceable against You in accordance with its terms; and
- l. You are in compliance with all the relevant legislations, laws, and regulations governing You or the use of DBY;
- m. You confirm that:
 - 1. You have reached the age of 18;
 - 2. You are not a bankrupt; and
 - 3. there are no suits or proceedings pending against or affecting You which, if adversely determined, would have a material adverse effect upon the performance of its obligations in accordance with these T&Cs.

6. Guidelines pertaining to Posts

Postings should adhere to the following guidelines:

- i. You are prohibited from posting any material which is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise in violation of any law, or disclose the confidential information of another person without his/her consent, or any material deemed inappropriate by the Bank or Us;
- ii. You will not post Complaints (as defined in Clause 2 above) and Complaints shall be addressed to the Bank or Us, either via e-mail to HLOnline@hlbb.hongleong.com.my or send a private message to the Bank on HLB Connect Online or HLB Connect App;
- iii. You are entirely responsible for the content of the Post, including any harm resulting from that Post, regardless of whether the Post in question constitutes text, graphics, an audio file, computer software or any other form;
- iv. You are not allowed to suggest or speculate on ways of breaking the laws, or the security measures of the Bank and other banks;
- v. You will not post any material or Post that will breach the intellectual property rights of a third party;
- vi. You are responsible for maintaining the security of Your DBY account and You are fully responsible for all activities of Your DBY account;

- vii. You must immediately notify the Bank of any unauthorized use of Your HLB Connect Online account and/or Your DBY account or any other breaches of security
- viii. You will not post any material that is confidential or deemed confidential by Us or the Bank;
- ix. You will not use DBY for commercial gain, including but not limited to advertising, or any form of commercial solicitation;
- x. You will not use DBY to conduct or promote a business that is illegal;
- xi. You will not impersonate any person or entity or to falsely state or otherwise misrepresent Your affiliation with any person or entity;
- xii. You will not send, distribute or upload, in any way, data or materials that contain viruses, malicious code or harmful components that may impair or damage the operation of another's computer or equipment;
- xiii. You will, if asked by Us, cease posting and/or delete any Posts or contents that deemed improper by Us.

7. Disclosure of Information

- i. By using DBY, You have agreed to the terms of the Privacy Notice of the Bank in the processing and handling of Your personal data. You agree that the Bank or Us may disclose or make available Your information within the Bank and its agents, suppliers, vendors and service companies that provide support or services for DBY. Your information will not be provided to third parties for any other purposes other than as stated herein or in the Privacy Notice.
- ii. Whilst We are committed to take reasonable care and use Our best endeavours to ensure that information transmitted and received is secure, You acknowledge the risks involved in using the internet and that We or the Bank cannot guarantee the security of the said information and that it may not be accessed by unauthorized third parties. You further agree not to hold the Bank or Us responsible or liable for any loss or damage suffered arising from the disclosures as specified herein.
- iii. This Clause is to be read in conjunction with the Privacy Notice which has been made available on DBY or the Bank's website at www.hlb.com.my.
- iv. You are responsible in protecting and safeguarding Your own personal information. You should not reveal or disclose any personal information, e.g. account number, password, PIN, e-mail, contact number or any personal identifiable information in DBY under any

circumstances. The Bank or We will never ask from You for such information in safeguarding the confidentiality of Your personal information.

8. Exclusion/Disclaimer/Limitation of Liability

- i. DBY may contain hyperlinks to third party websites, which are not under Our control, unless stated otherwise. These hyperlinks do not in any way represent Our endorsement or sanction of the same, and We disclaim any responsibility or liability for the contents or privacy practices of these hyperlinks, and the Privacy Notice does not apply to these hyperlinks.
- ii. The information and materials in DBY are on an "as is" and "as available" basis. All such materials and information (including text, graphics links or other items) are subject to change without notice, at Our sole and absolute discretion. References to information and material contained in DBY may also include such information and material provided by third parties. We advise You to visit, telephone, e-mail, fax or write to such parties for more information or to confirm the information contained herein.
- iii. We or the Bank shall not be responsible or liable for any loss caused or damage incurred or suffered by You or any other person as a consequence of accessing, browsing or using the DBY, including without limitation, for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with:
 - a. Your use of DBY;
 - b. DBY not being available;
 - c. any access, use or inability to access or use the DBY and/or any other website linked to DBY;
 - d. any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system, server software or terminal of Us or Our agents;
 - e. attack or interference by any computer virus, corruption, worms or by any person;
 - f. failure or delay in the execution of any of Our obligations due to any cause beyond the control of Us including but not limited to causes such as strikes, industrial action, civil disturbances, flood, earthquake, landslides or acts of God or computer, electronic, communications or electrical system failures of any

- nature whatsoever, malfunction or breakdown, or the interruption, non-supply, breakdown or failure in supply of electricity or power for any length of time;
- g. any inaccuracies, errors, defects of any content of DBY or other website linked to DBY;
 - h. any operation malfunction or defect of Your device, systems or software used in accessing DBY;
 - i. any omission, delay in performance or non-performance of Your obligations under the provisions of these T&Cs and any other rules, regulations, policies, and guidelines currently in force;
 - j. We acting on instruction transmitted with the use of DBY;
 - k. fraudulent or unauthorised instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by You in the event that You have acted fraudulently;
 - l. email messages or other form of communications sent to Us via the internet; and
 - m. any corruption, destruction, alteration, loss of, malfunction or error in the course of communications that may affect the accuracy or timeliness of messages, instructions or any data or information in the course of transmission which We have no control over.
- iv. This exclusion clause shall take effect to the fullest extent permitted by law.

9. Indemnity

- i. You agree to indemnify and keep Us and the Bank, its employees, agents, third party vendors and business partners fully indemnified from and against any and all claims, losses, liabilities, cost and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of or due to:
 - a. Your breach or violation of these T&Cs or any third party rights (including but not limited to third party intellectual property rights); and
 - b. Your use, purported use or misuse of the contents of DBY and any hyperlinked websites and the services provided therein;
- ii. This obligation to indemnify the Bank and Us shall survive the termination of these T&Cs.

10. Termination

- i. We are entitled to terminate, suspend, and/or restrict Your use DBY at Our sole and absolute discretion, should any one (1) or more of the following occur:
 - a. You cease to be a DBY User; or
 - b. You have provided Us with false or incomplete information for access to or use of DBY; or
 - c. You have breached any term, condition, or provision of these T&Cs or as laid down by any legal, regulatory, or other authority or body relevant hereto; or
 - d. You have become, threaten, or resolve to become or is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy proceedings (where applicable).
- ii. Notwithstanding anything herein to the contrary, We may at any time, in our sole and absolute discretion terminate, suspend, and/or restrict Your right of access to DBY or any portion of it without notice and without any obligation to give any reasons therefore or for any reason whatsoever.
- iii. For the avoidance of doubt, You acknowledge that terminations shall not affect Your liability or obligations in respect of any instructions on DBY processed by Us on Your behalf.
- iv. You agree and acknowledge that You shall not hold the Bank or Us liable for any loss, which You may suffer as a result of termination of the use of DBY.

11. General/ Inquiries Pertaining to DBY

For discussions or any topics on DBY, You are aware and agree that any Posts or discussions related to the topic(s) posted on DBY may not be true and/or accurate. DBY Users who wish to seek for clarification or confirmation pertaining to the accuracy of the Post(s) or topics posted on DBY related to products, services or pertaining to the Bank in general should contact the Bank or Us via

03-7626 8899 or writing in to Us at HLOnline@hlbb.hongleong.com.my.

12. Rewards

- i. DBY Users may earn points for each action performed on DBY (“Points”) and the Bank will determine the action(s) that will be entitled for the Point. DBY Users are entitled for One (1) spin on “Spin the Wheel” once sufficient points have been accumulated, and DBY Users will then stand a chance to win third party merchandise(s), good(s), voucher(s) or eVoucher(s) after answering a question correctly (“Reward”).
- ii. DBY Users are given two (2) attempts to answer the question and DBY Users shall be disqualified from winning the Reward in the event that the DBY Users fail to answer the question correctly after two (2) attempts. iii. The availability of the Spin the Wheel campaign is dependent on the ongoing campaign period which is subject to change at Our discretion.
 - a. ‘Maximum Points per day’ means the maximum number of Points a DBY User can earn from the action(s) performed in a day.
 - b. Points earned can be accumulated.
 - c. There is no expiry to the Points earned.
 - d. You will receive a notification via DBY of Your Rewards within seven (7) working days from participating the ‘Spin the Wheel’ in the event You have won the Reward (“Winner 1”).
 - e. On top of the ‘Spin the Wheel’ game, We shall, at our sole discretion, provide the Reward to any DBY Users who We think have contributed significantly to DBY (“Winner 2”). Winner 1 and Winner 2 are collectively known as “Winners”.
 - f. It is essentially the obligation of the Winners to contact the Us within 60 days in the event of no receipt of the Reward, failing which the Winners are deemed to have received the Reward.
 - g. We reserve the right to alter, add, cancel or substitute any or all of the Reward with alternative products of similar value at any time with prior notice.
 - h. Each Reward is subject to the specific terms and conditions set out by the relevant merchant and the Winners agree to be bound by the terms and conditions governing the use of the Reward set out by the relevant merchant and/or any terms and conditions given by the relevant merchant.
 - i. The provider of these third party merchandise(s), good(s), voucher(s) and e-Voucher(s) are from various merchants and these are generally but not limited to food and beverage or shopping vouchers. The participating merchants along with value of each of these vouchers is displayed in the ‘Spin the Wheel’.

- j. DBY Users agree that the Bank's decision on all matters relating to the Reward shall be final, conclusive and binding on all DBY Users and no further correspondence and/or appeal to dispute the Bank's decision shall be entered into.
- k. Reward redeemed is not refundable, exchangeable for cash or with vouchers of other denominations.
- l. The Bank is not affiliated with any of these merchant(s) and makes no representation or warranty with respect to the quality and suitability of the vouchers, e-Vouchers, merchandises and goods. The Winners shall at their own cost and expense deal directly with the relevant merchant(s) for any complaint, dispute or claim in relation to the use of the vouchers, eVouchers, merchandises and goods without recourse to the Bank.

13. Surveys

DBY Users who participate and complete research surveys hosted by DBY, which may include but not limited to focus group discussions, in-depth-interviews, co-creation workshops, questionnaires, may be eligible to receive compensation, such as Reward, incentives, or other benefits. The terms outlined below govern the distribution and usage of survey compensation.

- i. Eligibility
 - a. Survey compensation eligibility may vary based on factors determined by Us.
 - b. Participants must provide accurate and truthful information during the survey to qualify for compensation.
 - c. We reserve the right to disqualify participants who provide false or misleading information.
 - d. Participants of the survey agree to hold in confidence any and all technical or business information about the Bank's product which is disclosed, or made available to You directly or indirectly
 - e. Any ideas, patentable or not patentable, or suggestion contributed by You during the discussion or survey, as well as any ideas, developments or inventions conceived by You or others participating in the focus group, shall be property of the Bank.
 - f. The products shown to You, described to You, and/ or used by You are not available for sale and no offer for sale is being made to You

- t. The Reward could also include merchandise(s) or good(s) from several merchants, where the participating merchants may vary depending on the survey being administered at that time.
- u. DBY Users agree that the Bank's decision on all matters relating to the compensation shall be final, conclusive and binding on all DBY Users and no further correspondence and/or appeal to dispute the Bank's decision shall be entered into.
- v. The Bank is not affiliated with any of these merchant(s) and makes no representation or warranty with respect to the quality and suitability of the e-Vouchers and merchant goods. The Winners shall at their own cost and expense deal directly with the relevant merchant(s) for any complaint, dispute or claim in relation to the use of the e- Voucher(s) and goods without recourse to the Bank.

14. Other Applicable Terms

- i. The Bank may from time to time by giving prior notice, upgrade, modify, alter, suspend, discontinue the provision of or remove, whether in whole or in part, the DBY, and shall not be liable if any of such upgrade, modification, suspension or alteration prevents the DBY Users from accessing the DBY web portal and/or any part or feature thereof.
- ii. We may modify these T&Cs at any time, and such modifications shall be effective immediately upon publishing of the modified policy in HLB Designed by You. You shall access to at regular time intervals to view these T&Cs to ensure to be kept up-to-date on any change or variation to the T&Cs.
- iii. The Bank reserves the right, but shall not be obliged to: (i) monitor, screen or otherwise control any activity or services; (ii) investigate any violation of the terms and conditions contained herein and take any action it deems appropriate; (iii) prevent or restrict DBY Users' access to the DBY web portal; and/or (iv) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities.
- iv. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.