

Hong Leong Bank/Hong Leong Islamic Bank & Kakitangan.com Joint Promotion – Let us Help you look after your Staff HR needs

Promotion Period

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The Hong Leong Bank Berhad (97141-X) (“HLB”) / Hong Leong Islamic Bank Berhad (686191-W) (“HLISB”) [hereinafter individually and collectively referred to as “the Bank”] “Hong Leong Bank / Hong Leong Islamic Bank & Kakitangan.com **Joint Promotion -Let us Help you look after your Staff HR needs**” (“**Promotion**”) commences on 26 March 2018 until 26 March 2019 (both dates inclusive) (“**Promotion Period**”) unless notified otherwise.

Terms and Conditions (“T&C”)

The following sets out the terms and conditions applicable to the Promotion.

Eligibility

1. This Promotion is open to new and existing non-individual customers of the Bank who subscribe to the e-Payment module of the internet/online banking services during the Promotion Period made available by HLB and HLISB (subject to Tawarruq Current Account-i only) to its business banking customers (“**Participants**”).
2. The Participants’ HLB and/or HLISB current account status must remain active and in good standing throughout the Validity Period as defined in Clause 5(a) below.
3. Eligible Participants who do not perform any payroll payment via **HL Business Internet Banking** defined in Clause 4 will not be eligible for the Waived Charges of the Service.

Promotion Mechanics

4. A Participant qualifies to participate in the Promotion if the Participant registers to use online software platform offering human resources related services which includes payroll and leave modules via the Kakitangan.com website (the “**Service**”) with the Bank’s Non-Individual Current Account that has been successfully registered for HL ConnectFirst the internet/online banking services made available by the Bank to its business banking customers (“**HL Business Internet Banking**”) during the Promotion Period (“**Eligible Participant**”).
5. Subject to Clause 6 below, the Eligible Participants will be entitled for the following :
 - a) Waiver of monthly charges (“**Waived Charges**”) for the Service for a period of 6 consecutive months (“**Validity Period**”) beginning from the first month when the Participant signs up for the Service.
 - b) Subject to the approval of the Bank which shall be at the Bank’s absolute discretion, further waiver of monthly charges for the Service for another six (6) months commencing from the expiry of the Validity Period (“**Extended Waiver**”) provided always that the daily average balance in the current account of the **Eligible Participant** in the first four (4) months from the commencement of the Validity Period (“**Daily Average Balance**”) is maintained at RM10,000 or more.

The Daily Average Balance is calculated based on the aggregate of the total end-day balance in the Participant’s current account over the total number of days in 4 months as illustrated below:

$$\text{Daily Average Balance} = \frac{\text{Sum of 4 months Daily End of day balances in the Eligible Participant's current account}}{\text{Number of days in the 4 months}}$$

Number of days in the 4 months

6. In order for the Eligible Participants to be eligible for the **Waived Charges** and/or **Extended Waiver** of the Service, the following criteria must be met:
 - a) Uses **HL Business Internet Banking** to upload the payroll file to make salary payments to its staff; and
 - b) Uses **HL Business Internet Banking** at least once a month to pay for its staff salary.
7. For the avoidance of doubt:-
 - a) The Participants must submit their respective duly completed **HL Business Internet Banking** e-Payment application forms and all the supporting documents as required by the Bank (**collectively referred to as "Required Documents"**) at any of the Bank branches during the Promotion Period if the Participant is not yet a **HL Business Internet Banking** e-Payment module user;
 - b) The Participants who submit incomplete **HL Business Internet Banking** application forms and/or fail to submit all the Required Documents during the Promotion Period but subsequently furnish the completed **HL Business Internet Banking** application form and/or Required Documents after the Promotion Period are not eligible to participate in the Promotion.
8. The Bank shall not be responsible for and does not have any control whatsoever on network traffic congestion, network failure and/or interruptions that may be experienced by the respective telecommunications service provider ("**Telco**") resulting in the delay of the processing of the payroll file once uploaded onto Hong Leong Business Internet Banking.
9. The Eligible Participant will be provided an electronic direct mail ("**EDM**") sent by the Bank through DCATALYST SDN BHD (737636-T) to register for the Service, sent to the e-mail address of the Non-individual Current Account registered with the Bank no more than sixty (60) days upon successful sign-up of HL Business Internet Banking.

Waiver Entitlement

10. The Bank shall not be responsible for any loss, delay or damage of the HL Business Internet Banking e-Payment application forms and the Required Documents and other related documents in the course of delivery/submission to the Bank. Proof of delivery of the **HL Business Internet Banking** e-Payment application forms, the Required Documents and other related documents shall not be deemed as confirmation of receipt of the physical HL Business Internet Banking e-Payment application forms and other related documents by the Bank.
11. The Bank gives no representation or warranty with respect to the Service and the Bank shall not be responsible for any loss or damage suffered by Eligible Participants arising out of or in relation to any failure, service disruption, inadequacy or fault of the Service, including any error or inaccuracy caused by or arising out of the Eligible Participant's use of the Service. Any dispute, claim and/or warranty concerning the Services shall be settled between the Eligible Participant and the provider of the Kakitangan Service, i.e. Coastal Hectare Sdn Bhd (Company No.:1112266-U) ("**Service Provider**"), without recourse to the Bank.
12. Upon utilisation of the Service, the terms & conditions set upon by the Service Provider applies. For more information on the terms & conditions of the Service Provider please refer to <https://app.kakitangan.com/landing/terms>.
13. The **Waived Charges** and/or **Extended Waiver** in respect of the Service are non-exchangeable for up-front cash, credit, cheque or in kind.
14. Notwithstanding anything herein, the **Waived Charges** and/or **Extended Waiver** shall be discontinued if the Eligible Participant's account status becomes dormant, locked, blocked, suspended and inactive during the Promotion Period.
15. At the end of the Validity Period, it shall be the sole responsibility of the Eligible Participant to renew the Service directly with the Service Provider, if the Eligible Participant wishes to continue using the Service and the Eligible Participant shall be solely liable to pay all fees and charges that may be imposed by the Service Provider in respect of the Service.

General Terms and Conditions

16. By participating in this Promotion, the Participants agree:
 - a) That they have read and understood the T&C herein and agree to be bound by this Promotion's T&C and other relevant T&C that the Bank may impose from time to time;
 - b) That the decisions of the Bank on all matters relating to this Promotion including the **Waived Charges** and/or **Extended Waiver** shall be final and binding on all Participants and no further correspondence and/or appeal disputing such decisions will be entertained;
 - c) That all transactions as recorded by the Bank are final, conclusive and binding on all Participants; and

17. The Bank reserves the right to:
 - a) Add, delete or amend the T&C herein (including but not limited to) the variation of the amount of **Waived Charges** and/or **Extended Waiver**, wholly or in part, or to suspend or terminate this Promotion at its absolute discretion, by way of posting on the Bank's Website at www.hlb.com.my and/or www.hlisb.com.my or in any other manner which the Bank deems practical, in order to give twenty-one (21) calendar days' prior notice to the Participants on such addition, deletion or amendment of the said T&C or suspension or termination of this Promotion;
 - b) Disqualify any Participant from participating in this Promotion and/or from receiving **Waived Charges and/or Extended Waiver** and/or recover the **Waived Charges and/or Extended Waiver** given, if:
 - i. any of the Participant's current account is closed by the Participant and/or the Bank for any reason whatsoever;
 - ii. the Participant's **HL Business Internet Banking** status has become dormant, locked, blocked, suspended or inactive during the Promotion Period;
 - iii. the Participant has committed or is suspected of committing any fraudulent, unlawful and illegal acts (including gambling) in relation to any of the Participant's account(s) and/or any other services or facilities including **HL Business Internet Banking**, as defined in the Bank's Website;
 - iv. the Participant has been declared bankrupt or is wound-up (pursuant to a petition by either banks or by any third party) or are subject to any bankruptcy or winding-up proceedings at any time prior to or during the Promotion Period ;
 - v. the **Waived Charges and/or Extended Waiver**, is credited or qualified to a company which is not eligible to participate in this Promotion in accordance with the T&Cs herein; and/or
 - vi. If there is any non-compliance with any of the terms and conditions contained herein; and
 - c) Terminate the Promotion by giving one months' notice to the Participants.

18. The T&C herein are to be read together with the relevant terms and conditions governing HL Business Internet Banking ("Business Internet Banking Terms"). In the event of any conflict or discrepancy between these T&Cs and the Business Internet Banking Terms, the T&C herein shall prevail to the extent of such discrepancy.

19. In the event of any discrepancies between these T&C as compared to the advertising, promotional, publicity and other materials relating to or in connection with this Promotion, the T&C on the Bank's Website shall prevail.

20. The T&C herein shall be governed by and construed in accordance with the laws of Malaysia and the Participants agree to submit to the exclusive jurisdiction of the Courts of Malaysia

21. Words denoting one gender include all other genders and words denoting the singular include the plural and vice versa.

Hong Leong Non-Individual Current Accounts/-i are eligible for protection by Perbadanan Insurans Deposit Malaysia ("PIDM")