

**TERMS AND CONDITIONS FOR BETA TESTING OF THE NEW HONG LEONG  
CONNECT APPLICATION**

These Terms and Conditions For Beta Testing Of The New Hong Leong Connect Application (“Agreement”) set out the terms which will apply to all those who sign up as beta testers of the new Hong Leong Connect Application which will be provided by Hong Leong Bank Berhad (“HLBB”)/Hong Leong Islamic Bank Berhad (“HLISB”) to HLBB/HLISB customers (collectively referred to as “the Bank”). If you are going to participate in the Programme (as defined in Clause 2 of this Agreement), please read the terms below carefully.

By participating in the Programme after notice of this Agreement or by downloading and installing the New HL Connect App (as defined in Clause 1 below), you are accepting the terms below and agree to bound by the same with effect from the date any of the aforementioned action occurs (“Effective Date”).

**1. Scope of Agreement**

- 1.1 The Participant is being granted rights under this Agreement for the purpose of testing and providing input and other Feedback (as defined in Clause 2 herein) to the Bank regarding the Bank’s new mobile banking software application including modifications, enhancements, improvements, updates, additions, derivative works, documentation and related material in connection with the said software application (“New Hong Leong Connect Application” or “New HL Connect App”).
- 1.2 The Participant’s use of and access to the New HL Connect App shall be subject to the terms of this Agreement.

**2. Definitions**

- 2.1 Capitalised terms in this Agreement have the meanings given to such terms in this Clause 2 as below or in the Clause of the Agreement in which the terms first appear, unless indicated otherwise:

“Confidential Information”	Means all information (whether commercial, financial, technical or otherwise) relating to the Bank, operational systems, business, marketing and know-how disclosed to or otherwise obtained by the Participant under or in connection with the Programme and this Agreement and shall, in addition, include: <ul style="list-style-type: none"><li>(a) all information relating to the Bank’s customers (“Customer Information”) and all other relevant information required to be kept confidential under the FSA and IFSA;</li><li>(b) the Bank’s planned introduction of new or enhanced products and/or services, innovations developed or proposed to be developed by the Bank; and</li><li>(c) the features, functionality and existence of the New HL Connect App and any know how, trade secrets, computer programs, source code, flowcharts, diagrams, manuals, schematics, development tools, specifications and design documents in relation thereto.</li></ul> Confidential Information does not include information:
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	<p>(a) that is known or possessed by the Participant when the Confidential Information was made available to the Participant through no wrongful act or breach of any confidentiality provision;</p> <p>(b) that is public knowledge at the time the Confidential Information was made available to the Participant; or</p> <p>(c) that is required to be disclosed pursuant to any law, order of Court or directive of regulatory authority.</p>
“Existing Account”	Means the banking account or accounts (including credit card, loan/financing accounts and investment accounts) which the Participant has or may have with HLBB/HLISB at any time and from time to time and Existing Account shall refer to one or more accounts as the context shall require.
“Feedback”	Means suggestions, comments (both positive and negative), improvements, ideas or other feedback provided by the Participant to the Bank related to the New HL Connect App.
“Intellectual Property Rights”	Means any proprietary rights relating to intangible property whether or not filed or registered in any country worldwide which include but not limited to patents, copyrights (including moral rights and author’s rights), know-how, trade secrets, industrial designs, trademarks, inventions, discoveries, improvements or developments made thereon.
“Mobile Device”	Means a smart phone, tablet or such other electronic device, which is running on either: <ul style="list-style-type: none"> <li>(i) Apple’s iOS version 8.0 and above; or</li> <li>(ii) Android OS v. 4.1.2 and above,</li> </ul> which is capable of supporting the New HL Connect App in accordance with the compatibility requirements specified by the Bank from time to time.
“Programme”	Means the testing and development of the New HL Connect App pursuant to the terms of this Agreement.
“Test Period”	Means the period of time beginning from the Effective Date and ending when the New HL Connect App is officially made available to the public through Apple’s App Store or Google Play.

### **3. Payment; Fees**

3.1 The Bank reserves the right to charge fees in connection with the services provided under the New HL Connect App. The Bank reserves the right to start charging or revise fee amounts at any time, at its sole discretion and with prior notice to the Participants, under this Agreement or after the New HL Connect App is made publicly available.

### **4. Limited Use Rights**

4.1 During the term of this Agreement, the Bank grants to the Participant, a limited, non-transferable, non-exclusive, revocable right to access and use the New HL Connect App in connection with an Existing Account, to test the functionality of the New HL Connect App and provide Feedback to the Bank.

- 4.2 The Bank hosts and retains physical control over the New HL Connect App and only makes the New HL Connect App available for access and use by the Participant over the Internet through a Mobile Device. The Bank shall not be obliged to deliver or make available any copies of computer programmes or code from the New HL Connect App to the Participant, whether in object code or source code form.
- 4.3 The Bank reserves the right to:
- a) Revoke access and use of the New HL Connect App at any time;
  - b) Enter into (“assume into”) the Existing Account to monitor or measure use of the New HL Connect App, validate certain features or functionality of the New HL Connect App and/or to provide services or support necessary to maintain the New HL Connect App; and
  - c) To modify or terminate the New HL Connect App or the Participant’s access to the New HL Connect App or the participation in the Programme for any reason whatsoever, without prior written notice to the Participant.

## **5. Use Restrictions**

- 5.1 The Participant agrees that the New HL Connect App is the sole property of the Bank and includes valuable trade secrets of the Bank. The Participant agrees to treat the New HL Connect App as confidential and will not without the express written authorisation of the Bank:
- (a) Demonstrate, copy, sell or market the New HL Connect App to any third party;
  - (b) Publish or otherwise disclose information or comments on the New HL Connect App (which includes information or comments relating to performance or quality of the New HL Connect App) to any third party, including comments or posts in text or image format (such as screenshots of the New HL Connect App) on any social media platforms, whether online or offline or through any other medium of communication; and/or
  - (c) Modify reuse, disassemble, decompile, reverse engineer or otherwise translate the New HL Connect App or any portion thereof.

## **6. Feedback**

- 6.1 The Participant agrees to provide Feedback regarding the New HL Connect App to the Bank which shall include :
- (a) Informing the Bank about the performance, ease of use, features that may be missing, errors, issues and any bugs encountered during the use of the New HL Connect App; and
  - (b) Supporting the troubleshooting process and providing further evidence or feedback for the errors, issues reported by the Participant.
- 6.2 Feedback pursuant to Clause 6.1 shall be reported to the Bank’s coordinator via the following dedicated email address or any other platforms supported by the Bank’s coordinator and informed to the Participant:  
[NewConnect@internal.hlb](mailto:NewConnect@internal.hlb)
- 6.3 The Participant hereby assigns to the Bank all rights, title and interest in the Feedback, including all intellectual property rights therein. If requested by the Bank, the Participant agrees to execute such further instruments as the Bank may reasonably request confirming the Bank’s ownership interest in such Feedback.
- 6.4 The Bank may contact the Participant and the Participant agrees to make available a reasonable amount of time to discuss the New HL Connect App with the Bank if so requested.
- 6.5 The Bank may without restriction or fee use, modify and incorporate this Feedback into the New HL Connect App and /or other products or services of the Bank without any restriction and without any payment to the Participant.

- 6.6 The Feedback provided during the Test Period will be resolved (where applicable) based on priority and severity as determined by the Bank. The Participants will be notified in the event of any new version/fixes/updates to the New HL Connect App published in order to fix the errors, issues and/or bugs reported to the Bank through the Feedback and/or which has been enhanced based on the Feedback or otherwise. In order for the Participants to continue using the New HL Connect App, Participants would be required to install the new version/updates to the New HL Connect App as notified by the Bank.

## **7. Intellectual Property Rights**

- 7.1 The parties acknowledge that this Agreement does not transfer any right, title or interest in any Intellectual Property Rights to the other. The Bank maintains all rights, title and interest in and to all its Intellectual Property Rights, particularly in relation to the New HL Connect App. The limited rights granted to the Participant to access and use the New HL Connect App under this Agreement do not convey any additional rights in the New HL Connect App, or in or to any Intellectual Property Rights associated therewith. Subject only to the limited rights to access and use the New HL Connect App as provided herein, all rights, title and interest in and to the New HL Connect App and all hardware, software and other components of or used to provide the New HL Connect App including all related Intellectual Property Rights, will remain with and belong exclusively to the Bank.

## **8. Term of Agreement and Renewal**

- 8.1 This Agreement shall commence on the Effective Date and shall be valid for the duration of the Test Period unless otherwise terminated in accordance with Clause 9 of this Agreement.

## **9. Termination and Expiration**

- 9.1 Either party may terminate this Agreement at any time, for any or no reason, and at either party's convenience by providing written notice to the other, upon which:
- (a) the Participant's licence hereunder will automatically expire;
  - (b) the Participant must cease all use of the New HL Connect App and return or destroy (at the Bank's option) all copies of the New HL Connect App to the Bank; and
  - (c) the Participant must return or destroy (at the Bank's option) all of the Bank's Confidential Information.
- 9.2 Upon expiration of the Test Period, the Participant is required to :
- (a) cease use of and uninstall HL Connect (as defined in Clause 13.2 herein); and
  - (b) install the latest update to the New HL Connect App which has been publicly released.
- 9.3 Nothing herein obligates either party to enter into any further agreement with the other party.
- 9.4 Sections 6, 7 and 11 to 17 survive any expiration or termination of this Agreement.

## **10. Suspension of Services**

- 10.1 The Bank may immediately suspend the Participant's access to and use of the New HL Connect App if the Participant breaches any term of this Agreement, in particular, Clause 5 of this Agreement.

## **11. Confidential Information**

- 11.1 The Participant acknowledges and agrees that participation in the Programme under this Agreement will result in the Bank disclosing Confidential Information relating to the New HL Connect App.
- 11.2 Save as required by law, the Court or by any relevant regulatory body or as may be authorised by the Bank in writing or otherwise permitted by this Agreement, the Participant shall not disclose to any third party, any part of the Bank's Confidential Information.
- 11.3 The Participant shall use the Confidential Information strictly for the purpose of the Programme. Without limiting the generality of the foregoing, the Participant shall not use the Confidential Information to develop, directly or indirectly, any product or service competing with or similar in functionality to any product or service developed by the Bank.
- 11.4 The Participant may disclose the Confidential Information which is required to be disclosed by the Participant by law, regulation or order of a competent authority, provided that the Participant in each case and to the extent permitted by law, provides the Bank with reasonable prior written notice of the intended disclosure and a reasonable opportunity to challenge the same.
- 11.5 At the termination of this Agreement or at any time by request of the Bank, the Participant will return all Confidential Information in its possession to the Bank and further agrees that it will not duplicate, translate, modify, copy, print, disassemble, decompile or otherwise tamper with the New HL Connect App or any Confidential Information.
- 11.6 This Clause 11 shall survive for a period of 1 year from the date of termination of this Agreement.

## **12. Third Party Tool Integrations**

- 12.1 If applicable, the New HL Connect App may integrate with third party services. The Participant hereby consents to the sharing of its information in the New HL Connect App with these third party services.

## **13. Disclaimer of Warranties**

- 13.1 The New HL Connect App is provided on an "AS IS" basis without warranty of any kind. The New HL Connect App is a prerelease code and is not at the level of performance or compatibility of a final, generally available product offering. The New HL Connect App may not operate correctly and may be substantially modified prior to its first commercial availability or withdrawn. The Bank makes no representations or warranties, express or implied, regarding the New HL Connect App, including any representation that the services made available through the New HL Connect App will be uninterrupted or error-free. To the fullest extent permitted under applicable law, the Bank disclaims any implied or statutory warranty, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose of the New HL Connect App. For avoidance of doubt, the entire risk arising out of the use or performance of the New HL Connect App remains with the Participant. The Bank shall not be liable for any damage whatsoever arising out of the use of or inability to use the New HL Connect App even if the Bank has been advised of the possibility of such damages.
- 13.2 Notwithstanding that the New HL Connect App has been installed in the Participant's Mobile Device, the Participant will still be allowed to install and use Hong Leong Connect Online Banking and Mobile Banking Services ("HL Connect") concurrently. In the event the New HL Connect App fails to function or there are performance issues, the Participant can still perform banking transactions using HL Connect.

## **14. Indemnity**

- 14.1 The Participant agrees to indemnify and hold the Bank, its officers, directors and employees harmless from any claims, losses, damages, fees (including on a solicitor-client basis), charges and expenses that may be incurred and/or sustained by the Bank arising out of or in relation to the Participant's access, use or misuse of the New HL Connect App, or any act or omission by the Participant in breach of this Agreement, including the Participant's breach of secrecy and confidentiality in relation to the Bank's Confidential Information

**15. Dispute Resolution and Governing Law**

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby agree that any dispute arising out of or in relation to this Agreement shall be referred to the courts of Malaysia

**16. Compliance with Laws**

- 16.1 Each party must comply with all laws, rules or regulations applicable to such party's activities in relation to this Agreement.

**17. Miscellaneous**

- 17.1 This Agreement constitutes the entire and only agreement between the Participant and the Bank for the New HL Connect App and all other prior negotiations, representations, agreements and understandings, written or oral, are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of mutual written agreement.
- 17.2 This Agreement does not create a partnership, agency relationship or joint venture between the parties.
- 17.3 Failure, delay or omission of the Bank to enforce a right, power, privilege or remedy under this Agreement shall not act as a waiver of that right or the ability to later assert that right, power, privilege or remedy relative to the particular situation involved.
- 17.4 If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected.
- 17.5 All notices required to be given by the Bank to the Participant shall be in writing and may be delivered by:
- (a) ordinary post to the Participant's last address registered with the Bank and deemed received by the Participant within five (5) Business Days from posting if sent by ordinary or registered post; or
  - (b) by electronic mail to your last known email address in the Bank's records and such notices shall be deemed to be received after twenty-four (24) hours from transmission.
- 17.6 The Participant may not assign this Agreement without the prior written consent of the Bank.
- 17.7 This Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- 17.8 The Bank reserves the right to update this Agreement ("Updated Agreement") with prior notice to Participants by way of posting the Updated Agreement on the Bank's website and/or through the New HL Connect App and your continued use of the New HL Connect App after the effective date of the Updated Agreement constitutes your agreement to the Updated Agreement. The Updated Agreement will be effective from the date of posting or such date as specified by the Bank and will apply to the Participant's use of the New HL Connect App from that point forward.

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