

Terms and Conditions for Hong Leong Connect

For Personal Digital Banking Services

Your use and access to the Hong Leong Connect shall be subject to the following Terms and Conditions.

1. General

These Terms and Conditions are applicable to all Hong Leong Connect Digital Banking Services provided by Hong Leong Bank Berhad or Hong Leong Islamic Bank Berhad to its eligible customers.

2. Definitions and Interpretation

2.1. Definition

The following terms and expressions shall have the meanings assigned to them unless the context otherwise requires:-

“Account” means the account or accounts (including credit card accounts) which you have or may have with HLBB/HLISB linked to the Hong Leong Connect at any time and from time to time and Accounts shall refer to one or more accounts as the context shall require.

“Affiliates” means any entity, company, corporation or institution which may offer products, services, content or information on the Hong Leong Connect from time to time.

“Approved Communication Channel” means the communication channels (including but not limited to the telephone, computer or any electronic means as may be approved by HLBB/HLISB from time to time and which requires authentication with the requisite security codes prescribed for the respective communication channel) which you may use to issue Instructions to HLBB/HLISB.

“ATM” means any of the automated teller machines installed by HLBB/HLISB or any member of the MEPS Consortium, which you may use through an ATM/Debit card or any other cards approved for use on the ATM by HLBB/HLISB.

“ATM Card” means a card which is issued to you by HLBB/HLISB for the use of the ATM.

“Bill Payment Service” means the payment of bills which may be made by you to the Payee Corporation(s) through the Hong Leong Connect.

“Business Day” means a day on which HLBB/HLISB is opened for business in West Malaysia and East Malaysia, as the case may be, except for public and bank holidays.

“Collection Code” means a list of numeric digits provided by the Bank to you after every successful PEx transaction and it is your responsibility to disclose the Collection Code to the Payee of the PEx transaction only during fund collection.

“Credit Card” means the credit card(s) which may be issued by HLBB/HLISB to you from time to time.

“Customer or you” means the person who is registered with HLBB/HLISB for the Hong Leong Connect and includes your personal representatives and successors-in-title.

“Close Transfer Package” means a digital banking service package which disallows all open-ended fund transfers, ie. third party payment and interbank fund transfer. Close Transfer Package can be upgraded to Open Transfer Package via “Settings – Change Online Package” on Hong Leong Connect Online Banking service portal by first obtaining an Internet PIN from the ATM

“Debit Card” means the debit card(s) which may be issued by HLBB/HLISB to you from time to time.

“Funds Transfer” means transferring of funds from your HLBB/HLISB savings or current account to your other HLBB/HLISB savings or current account, third party HLBB/HLISB savings or current account or account in other bank.

“Hong Leong Connect Mobile Banking” means the mobile banking services provided by HLBB/HLISB to enable you to perform banking transactions on these Terms and Conditions with the use of a smart phone or such other communication device through the internet with the Security Codes and to include the services as may be supplemented, varied or withdrawn by HLBB/HLISB at any time and from time to time.

“Hong Leong Connect Online Banking” means the internet banking services provided by HLBB/HLISB to enable you to perform banking transactions on these Terms and Conditions with the use of a personal computer terminal and modem through the internet with the Security Codes and include the services as may be supplemented, varied or withdrawn by HLBB/HLISB at any time and from time to time.

“HLBB” means Hong Leong Bank Berhad and includes all its successors-in-title and assigns.

“HLISB” means Hong Leong Islamic Bank Berhad and includes all its successors-in-title and assigns.

“Instructions” mean any instruction given by you to HLBB/HLISB using the Security Codes through the Hong Leong Connect or through any Approved Communication Channel.

“Internet” means the global network of computers and telecommunications systems, which facilitate communication.

“Internet PIN” means your personal identification number that you select via an application at a HLBB/HLISB ATM or via the Phone Banking Services. You will use the six-digit Internet PIN during your first-time registration process for Hong Leong Connect or when you perform Activation of Transactional Services.

“Loan” means the loan/ financing which may be granted by HLBB/HLISB to you from time to time.

“Mobile Network Service Provider” means any of the registered mobile network service providers providing mobile phone services.

“Mobile PIN” means a list of numeric digits selected by you, which is required to be keyed in to enable HLBB/HLISB to identify and verify your mobile banking application before granting you access to the Hong Leong Connect Mobile Banking.

“Network Service Provider” means any Internet service provider or commercial online service provider providing connection to the Internet.

“Open Transfer Package” means a digital banking service package which allows for all Hong Leong Connect offered financial transactions

“Payee Corporation(s)” means the companies or corporations whose bills can be paid by you through the Hong Leong Connect and includes any company or corporation included or substituted by HLBB/HLISB at its absolute discretion at any time and from time to time.

“Password” means a list of numeric digits selected by you, which is required to be keyed in to enable HLBB/HLISB to identify and verify your Username before granting you access to the Hong Leong Connect Online Banking.

“Payment” means the payment by you of any bills or any other payment demands received by you from Payee Corporations or HLBB/HLISB.

“Phone Banking Services” means the banking services offered by HLBB/HLISB through a telephone in accordance with the terms and conditions for the Phone Banking Services.

“Security Codes” means the security codes which will identify and verify you when you access and utilize the Hong Leong Connect comprising of the Password, Username, Internet PIN, TAC, Mobile PIN and includes any other security codes as HLBB/HLISB may issue from time to time.

“Security Picture” means an image that is being displayed to you as an anti-phishing security measure to ensure that you have logged in to the genuine Hong Leong Connect Digital Banking service portal. This picture is chosen by you during your registration for Hong Leong Connect Online Banking service.

“The Services” means the banking services offered by HLBB/HLISB via the internet and mobile in accordance with the terms and conditions for the Hong Leong Connect Digital Banking Services.

“Third Party Account(s)” means your other account(s) with other bank(s), Affiliates, Payee Corporations, or other third parties.

“Terms and Conditions” means these terms and conditions for the Hong Leong Connect unless the context requires otherwise and includes any amendments, additions, variations or deletions made from time to time and shall refer to the terms and conditions prevailing at that time.

“Transaction Authorization Code (TAC)” means the second layer six-digit security code implemented for specific online banking financial transactions.

“URL” means web address.

“Username” means a name selected or created by you comprising of alphanumeric characters which must be keyed in to enable HLBB’s/HLISB’s system to identify you.

“User Guide” means the guide or guides issued by HLBB/HLISB to you containing operating instructions for the modes of access and the types of banking transactions available through the Hong Leong Connect and shall include any amendments, variations and other user guides as may be issued by HLBB/HLISB from time to time. The User Guide is available on Hong Leong Connect’s website at www.hongleongconnect.my.

2.2 Interpretation

- (a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Where there are two or more persons comprised in the term you or the Customer, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.

3. Eligibility and Application for the Hong Leong Connect

- 3.1 You must be 18 years of age and have an active HLBB/HLISB’s ATM/Debit Card or Credit Card before you can apply for the Hong Leong Connect.
- 3.2 HLBB/HLISB has the sole and absolute discretion to accept or reject your application without having to disclose its reason for doing so and or to respond to any request for information.
- 3.3 The Accounts which you intend to link to the Hong Leong Connect are those accounts that can be operated by only one signatory, or either one signatory for joint-account(s).

4. Computer Terminals/Personal Electronic Devices and Internet/Mobile Network Access

4.1 You are solely responsible:

- (a) to ensure that the computer terminal and/or personal electronic devices and related software and hardware meet the required specifications and configurations as may be specified by HLBB/HLISB from time to time; and
- (b) for the installation, maintenance and security of your computer terminal and/or personal electronic devices, related hardware and software (including the internet browser software) and internet/data connection used to access the Hong Leong Connect, and HLBB/HLISB shall not be responsible for any loss, damage or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

4.2 Your access to HLBB's/HLISB's website and the Hong Leong Connect through a Network Service Provider will be subject to the terms and conditions of the Network Service Provider.

4.3 The provision of the TAC upon your request is through the Mobile Network Service Provider and will be dependent on the terms and conditions of the Mobile Network Service Provider. HLBB/HLISB shall not be responsible for any loss or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

5. Gaining Access to the Hong Leong Connect

5.1 When you access Hong Leong Connect via the HLBB's/HLISB's webpage via the First Time Registration page or via the Online Registration page for the first time, you will be required to key in your ATM/Debit Card/Credit Card Number, Account number/Credit Card Expiry Date, Card Credit Limit and CVV Number, NRIC/Passport Number/Business Registration Number, and the respective Internet PIN. This Internet PIN will be obtained via the ATM. Upon acceptance of the correct combination and selection of the security picture, you will be required to key in your Username and Password before you may proceed to access the Hong Leong Connect Online Banking. Once you have received on-screen confirmation by HLBB/HLISB of your registration, your access to the Hong Leong Connect Online Banking will be activated. Registration of Hong Leong Connect Online Banking via the Online Registration page will limit you to Close Transfer Package only. For subsequent access to Hong Leong Connect Online Banking, you will be required to key in your Username and Password.

5.2 When you access to Hong Leong Connect via the mobile phone for the first time and you are not a Hong Leong Connect Online Banking customer, you will be required to key in your ATM/Debit Card/Credit Card Number, NRIC/Passport Number/Business Registration Number, and the respective Internet PIN for your first time registration on your mobile phone. This Internet PIN can be obtained via the ATM. Upon acceptance of the correct combination, you will be required to key in your Username and Password and selection of the security picture before you may proceed to create your Mobile PIN to register for the Hong Leong Connect Mobile Banking. Once you have received on-screen confirmation by HLBB/HLISB of your mobile registration, your access to the Hong Leong Connect Mobile Banking will be activated. In addition, your access to Hong Leong Connect Online Banking via the HLBB/HLISB webpage will be activated simultaneously. For subsequent access, you will be required to key in your Mobile PIN for Hong Leong Connect Mobile Banking, and your Username and Password for Hong Leong Connect Online Banking.

5.3 When you access to Hong Leong Connect via the mobile phone for the first time and you are an existing Hong Leong Connect Online Banking customer, you will be required to key in Hong Leong Connect Online Banking Username and Password, your ATM/Debit Card/Credit Card Number and the Internet PIN for your first time registration. This Internet PIN will be obtained via the ATM. Upon acceptance of the correct combination, you may proceed to create your Mobile PIN to register for the Hong Leong Connect Mobile Banking. Once you have received on-screen confirmation from HLBB/HLISB on your mobile registration, your access to the Hong Leong Connect Mobile Banking will be activated. For subsequent access to Hong Leong Connect Mobile Banking, you will be required to key in your Mobile PIN.

5.4 HLBB/HLISB reserves the right to invalidate your Security Codes without being obliged to offer any prior notice or explanation and to refuse the replacement of the Security Codes without assigning any reason.

6. The Hong Leong Connect Digital Banking Services

6.1

• New/Additional Services - Where HLBB/HLISB offers new or additional services, your acceptance in the manner prescribed by HLBB/HLISB and use of such new or additional services shall be on these Terms and Conditions and such additional terms and conditions (if any) as may be prescribed by HLBB/HLISB.

6.2 Rules and Regulations Governing Your Accounts

These Terms and Conditions shall be read together with the rules, regulations, terms and conditions governing and regulating the Accounts. If there is any inconsistency between such terms and conditions/rules and regulations and these Terms and Conditions, these Terms and Conditions shall prevail.

6.3 Type of Services Available includes the following but not limited to:

(a) Manage My Account

- Obtain account transaction history, balances and summary information
- Request for statement of accounts
- Updating contact information

(b) Payments & Transfers

- Transfer funds between your accounts
- Transfer between your account and a third party CASA/Credit Card/Loans account (subject to limits on transactions)
- Inter Bank Giro (IBG) transfers between your accounts to your/third party's accounts (subject to limits on transactions) in other participating banks within the Malaysian Electronic Payment System (MEPS)
- Set Standing Instruction (SI) for transfers to own/ third party CASA, Credit Card, Loans/Financing accounts
- Registration of my favorite accounts

(c) Pay+ (Available on Hong Leong Connect Online Banking only)

- Immediate transfers between your HLBB/HLISB accounts to your/ third party's accounts in other participating banks in the MEPS Inter Bank Fund Transfer (IBFT) network

(d) Billers & Purchases

- Payment of Bills with Payee Corporations within Malaysia
- Registration of My Bills accounts for easy payment
- Prepaid reload and registration of prepaid reload mobile number

(e) My Transactions

- View successful and failed online transaction details
- Check and cancel future dated Standing Instructions

(f) ATM/Debit Card

- Reward point inquiry and redemption of gifts
- Change ATM cash withdrawal or transfer limit
- Change retail purchases/internet purchase limit
- Activation/ Deactivation of Inter Country ATM Service
- Junior Debit Card reload
- Report lost ATM/Debit Card

(g) Credit Card

- Reward Points Inquiry and redemption
- Fortune Card's HL earning inquiry and redemption
- MATTA Card points inquiry and redemption
- Request for statement of accounts
- Updating contact information

(h) Others - Manage Cheque

- Inquiry of the status of cheques
- Stop payment of issued cheques
- Request for cheque books

(i) Others - Settings

- Request for TAC
- Change Password
- Change Security Picture
- Upgrade Online Package from Close Transfer to Open Transfer
- Change in online transaction limit for IBG, Pay+, ePayment, Junior Debit Card reload and PEx.
- Shortcut Maintenance

(j) PEx – Payment Express (Available on Hong Leong Connect Mobile Banking only)

- Immediate transfers between your HLBB/HLISB accounts to third party's mobile numbers, whereby the transactions can be third party transfers to HLBB/HLISB accounts or third party transfer to other participating banks accounts within the MEPS IBFT network

(k) HLeBroking

- Trading of shares
- View account information relating to share transactions
- View market prices, research and market information

(l) Online Payments

- Make payments to merchants for online purchases over the Internet
- Make payments to merchants participating in the MEPS Financial Process Exchange (FPX)

6.4 Transaction Authorization Code (TAC)

(a) Services requiring TAC includes but is not limited to :

- Funds Transfer to non-registered third party HLBB/HLISB current/ savings account and account in other bank
- Credit Card Payment to non-registered third party HLBB Credit Card
- Loan Payment to non-registered third party HLBB/HLISB loan/ financing account
- Bill Payments to non-registered bills
- Registration of bill account numbers
- Registration of third party loans, credit card, savings and/or current account
- Registration of Mobile Phone Number for Prepaid Reload
- Change in ATM/ Debit Card withdrawal limit or Retail/Internet Purchase Limit
- Change Online Transaction Limit
- Updating of contact information
- Prepaid reload
- Pay+
- Online payments to merchants participating in the MEPS Financial Process Exchange (FPX)

(b) You may request for the TAC via Hong Leong Connect where the TAC will be sent via SMS to your mobile phone number, which has been pre-registered with the Bank. Delivery time of the TAC is dependent on the service level of the telco. You may also request for the TAC via Phone Banking or ATM whereby you will receive the TAC immediately.

- (c) Upon request, the TAC will be available for a period of 6 hours only. Upon first use of the TAC, it will be valid for a period of 1 hour and may be used for any number of times within this period.
- (d) If you request for a TAC more than once, the previously requested TAC will be rendered invalid and the latest request will be the valid TAC to be used in the Hong Leong Connect.

6.5 Bills Payment

- (a) Each Payee Corporation may have its respective procedures and terms for the settling of their bills. You agree to comply with such procedures and terms and any variations as may be in effect from time to time.
- (b) You may use the Bill Payment Service to settle your outstanding bills with the Payee Corporation(s) only. At no time will you make use of the Bill Payment Service to pay disconnection or reconnection fees or other charges levied by the Payee Corporation(s).
- (c) You must settle your bills in full within the time period stipulated by the Payee Corporation(s). HLBB/HLISB shall not be liable for any expense, loss or damage suffered by you as a result of failure to comply with this clause.
- (d) The Account will be debited immediately upon payment instructions being received by HLBB/HLISB through the Bill Payment Service.
- (e) You shall inform HLBB/HLISB within fourteen (14) days if and when there are any changes in your reference or particulars with the Payee Corporation(s).
- (f) You may terminate the use of the Bill Payment Service upon giving HLBB/HLISB fourteen (14) days notice through the Hong Leong Connect.
- (g) You shall accept HLBB's/HLISB's record of transactions processed by the use of the Bill Payment Service as being conclusive and binding for all purposes whatsoever.
- (h) HLBB/HLISB may from time to time with prior notice amend its list of Payee Corporation(s) or vary the scope of or withdraw the Bill Payment Service in whole or in part and HLBB/HLISB shall not be liable for any loss, damage or expense which may be suffered by you or any third party as a result of such action by HLBB/HLISB.

6.6 Account Information Presented via Hong Leong Connect

- (a) The Bank shall endeavor to ensure that all information pertaining to your accounts are presented as accurate as possible on the Hong Leong Connect. Notwithstanding this, you acknowledge that the Bank does not warrant the accuracy of the information. Should you have reason to believe that the information is inaccurate, you will report to the Bank who will then investigate and resolve the inaccuracy within seven (7) working days.
- (b) You acknowledge that your account information as presented to you via Hong Leong Connect may not be always completely up-to-date due to the possibility of transactions that are yet to be fully processed, verified or authorized by the Bank or third party (as the case may be). Pursuant to this, the Bank is obliged to attend to your queries on any of your accounts related to the Hong Leong Connect.
- (c) In the event of inconsistency between the account information reported in the Hong Leong Connect and the Bank's main computer (the Host computer), the account information as reported by the main computer and assessable at branches of the Bank shall prevail.

- (d) For accounts where the Bank provides Statements as agreed in the products' Terms and Conditions, all transactions and instructions carried out through the Hong Leong Connect shall be included in the Statement. You agree to be responsible to verify all the transactions and information in the Statement and inform the Bank of any discrepancies either to your favor or otherwise within fourteen (14) days.

6.7 PEx – Payment Express

- (a) PEx allows you to transfer fund to a Payee with a banking account in any participating bank within the MEPS network through the Payee's mobile phone number registered in Malaysia only.
- (b) After you have confirmed the PEx transaction, the Bank will send a short message service (SMS) to the Payee notifying them that a PEx payment from you is available for their collection within a stipulated time frame.
- (c) The Payee would require your transaction data including a Collection Code in order to collect the payment and the Collection Code is notified to you by HLBB/HLISB upon confirmation of your PEx transaction.
- (d) You must provide the transaction data to the Payee only. You must not:
- Disclose the transaction data to any person other than the Payee
 - Allow any person other than the Payee to see, or overhear you providing the transaction data
 - Record the transaction data anywhere that is liable to loss, theft or abuse
- (e) If the transaction data is provided to any person other than the Payee, that other person may be able to collect the Payee's payment
- (f) The Payee must collect the payment from www.HongLeongConnect.my by entering:
- Their mobile phone number
 - The exact amount of the PEx payment they are collecting
 - The Collection Code
 - The account details they wish the PEx payment to be deposited into
- (g) If any of these details are entered incorrectly, the collection of the PEx payment may be unsuccessful. All details entered by the Payee on www.HongLeongConnect.my must be correct. During the course of processing the payments, HLBB/HLISB will not be under any obligations to ensure the account number entered matches the holder of the account or details provided.
- (h) The Payee must successfully collect the PEx payment within the number of days indicated in the SMS which notified the Payee that the PEx payment is available for them to collect. If the Payee fails to collect the PEx payment within the stipulated time frame, the fund will be returned to the account which the fund was debited from you, and the Payee will not be able to collect the PEx payment.
- (i) PEx payment will be processed to your account on the same day that you made the PEx transaction, and your account will be debited for the amount of the payment. HLBB/HLISB does not pay interest on amounts credited to your account if the Payee does not collect the PEx payment or the funds are credited back to your account for any other reason.
- (j) You agree to advise the Payee that you have provided HLBB/HLISB with their mobile phone number for the purpose of notifying them of the PEx payment.
- (k) It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended person. HLBB/HLISB will not verify that the details provided by you are correct.
- (l) If the Payee intends to dispute the amount or PEx payment, they must contact you directly

- (m) HLBB/HLISB is not liable for any loss to you or the Payee as a result of:
- You disclosing the transaction data to any person other than the Payee. YOUR TRANSACTION DATA IS CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE PAYEE. YOU ARE CAUTIONED AGAINST SENDING PEX PAYMENT TO ANY UNKNOWN PERSON. IN NO EVENT SHALL HLBB/HLISB BE LIABLE IF YOU COMMUNICATE TRANSACTIONAL DATA TO ANY PERSON OTHER THAN THE PAYEE.
 - You failing to provide the transaction data to the Payee
- (n) HLBB/HLISB is not liable for any loss or damage suffered by any person resulting from:
- Any failure or delay by you to provide the Payee with the correct transaction data for PEX payment collection
 - If any person other than the Payee becomes aware of the transaction data other than as a result of the fraudulent or negligent conduct of HLBB's/HLISB's employees or agents up to a maximum sum equivalent to the default daily transactional limit set by HLBB/HLISB
 - If the transaction data entered by the Payee when collecting the PEX payment are incorrect
 - If insufficient cleared funds are not available in your account for the PEX payment to proceed
 - If HLBB/HLISB delays, blocks or refuses to process a PEX payment for any reason
 - IN NO EVENT SHALL HLBB/HLISB BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THE PEX TRANSACTION, OR NON-DELIVERY OF ANY NOTIFICATION MESSAGE

6.8 Availability of services

- (a) The Hong Leong Connect is available seven (7) days a week and from 12.00 am to 11.00 pm unless HLBB/HLISB notifies you otherwise or for any reason beyond the control of HLBB/HLISB. HLBB/HLISB does not warrant that the Hong Leong Connect will be available at all times.
- (b) In the event the Hong Leong Connect is not available, you may carry out your transactions at any of HLBB's/HLISB's branches or use other alternative banking services available to you.
- (c) HLBB/HLISB reserves the right to deactivate your account in the Hong Leong Connect if the services have not been utilized for three (3) months or any other time periods as may be determined by HLBB/HLISB at its absolute discretion. HLBB/HLISB may give you prior notice of such deactivation.
- (d) Reliability of Information – Information including but not limited to interest rates, exchange rates, product information quoted or provided by the Hong Leong Connect are for indication purposes only. The actual rate or price that shall apply for a particular transaction can only be determined at the time the relevant transaction is entered into.

7. Instructions

7.1 All transactions carried out through the Security Codes, shall be deemed instructions and authorizations given by you to HLBB/HLISB and HLBB/HLISB shall be and is hereby authorized to rely upon and act in accordance with the instructions given by or on behalf of you without inquiry on its part as to the identity of the person giving or purporting to give such instructions or as to the authenticity of such instructions and that HLBB/HLISB shall be in no way responsible for any misuse or unauthorized use of messages or instructions given to HLBB/HLISB. Notwithstanding that a transaction may be disputed by you for any reason whatsoever including the reason that the person who gave the instructions was not you, HLBB/HLISB shall be entitled to treat such instructions as binding upon you and HLBB/HLISB shall be entitled to take such steps in connection with or in reliance upon such instructions. HLBB/HLISB will not be held liable for any loss, damages and expenses suffered by you or anyone else for complying with such instructions.

7.2 Once issued or transmitted, such instructions shall be irreversible and shall be conclusive evidence that the instructions came from you.

- 7.3 You shall ensure that the instructions issued are complete, accurate and correct.
- 7.4 HLBB/HLISB shall be entitled to debit your Account immediately on completion of any transaction instructed by you.
- 7.5 You may issue instructions to cancel, revoke, reverse or amend your earlier instruction and HLBB/HLISB may only comply with the subsequent instruction provided that the earlier instruction has not been executed.
- 7.6 HLBB/HLISB reserves the right not to comply with your instructions if they are inconsistent with HLBB's/HLISB's policy or rules and regulations in force for the time being.

8. Transaction Records

- 8.1 Any Instructions transmitted or received by HLBB/HLISB after the relevant cut-off processing time on any Business Day will be treated as given and processed on the next Business Day. The cut-off time for processing Instructions and transactions may be varied by HLBB/HLISB from time to time at its absolute discretion without any prior notice to you.
- 8.2 Transactions that have not been verified or processed by HLBB/HLISB shall not appear in the balances of the relevant Account available to you through the Hong Leong Connect screen and shall not be conclusive of the state of the relevant Account.
- 8.3 HLBB/HLISB will issue statements for the Accounts in accordance with the terms and conditions for the relevant Accounts, which will include transactions effected through the Hong Leong Connect. Such statements of accounts shall be binding and conclusive evidence of such transactions carried out by you.

9. Limits on Transactions

- 9.1 Unless instructed by you or in the absence of you electing a limit to the carrying out of transactions through the Hong Leong Connect, HLBB/HLISB shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of the Hong Leong Connect and/or Security Codes without informing you for its purposes of control. You may vary the limits of the transactions carried out by giving prior notice in writing to HLBB/HLISB. HLBB/HLISB is not bound to ensure that you do not exceed such limits.
- 9.2 HLBB/HLISB shall be entitled to require you to maintain a minimum balance at any one time in the Account(s). Should the balances in the Account(s) fall below the requisite minimum balances, HLBB/HLISB may at its absolute discretion impose a penalty, suspend or terminate your utilization of the Hong Leong Connect.

10. Service Fees, Commissions and Charges

- 10.1 HLBB/HLISB shall be entitled to impose service fees and other charges for the Hong Leong Connect utilized by you from time to time.
- 10.2 Notwithstanding the imposition of such service fees and charges, transactions carried out through the Accounts will be charged the usual charges and commissions. HLBB/HLISB reserves the absolute right to vary such service fees, commissions and charges at any time and from time to time with prior notice to you.
- 10.3 For the purpose of collecting such fees, commissions and charges, you hereby authorize HLBB/HLISB to debit the Account with such fees, commissions, charges and any Government charges and taxes for the use of Hong Leong Connect.

11. Your Responsibilities

11.1 Security Details - You shall take all precautions to ensure and prevent unauthorized and fraudulent use of the Hong Leong Connect or any part of them and the Security Codes including but not limited to the following :-

- (a) that the Security Codes, which includes your Username, Password, Internet PIN, Mobile PIN and TAC, must be kept as secret, not accessible to any person and are not written down in any form or manner which may be deciphered by anyone or kept together or disclosed or exposed to any person (including the employees of HLBB/HLISB) under any circumstances or at any time. Any advice sent to you containing the Security Codes, must be destroyed immediately after you have received and read them. Any e-mail or SMS requesting for your Security Codes is to be reported to HLBB/HLISB immediately;
- (b) that you are to ensure that the equipment you are using will not allow recording of your activities and that the necessary anti-spyware and firewalls are installed;
- (c) that you ensure that you are always logged in to the correct URL for Online Banking and that the correct Security Picture is displayed;
- (d) that you are not to utilize the Hong Leong Connect through Internet cafes or any public places offering Internet services and you are to log off from the Hong Leong Connect before leaving your computer terminal;
- (e) that you are to report to HLBB/HLISB immediately to cancel your Hong Leong Connect Mobile Banking when you lost your mobile phone;
- (e) you are to change your Password when requested to on a periodical basis;
- (f) Ownership: The Security Codes, issued to you shall remain the property of HLBB/HLISB. Upon termination of the Hong Leong Connect, the Security Codes shall be deemed unusable;
- (g) Non-Transferability: The Security Codes are issued solely for your use and you shall not transfer, pledge or otherwise use it as security in any form nor part with the use of the same to any other person;
- (h) Loss, Theft of or Damage to the Security Codes: You shall immediately inform HLBB/HLISB in writing in the event of any loss, theft of or damage to the Security Codes. Until and unless there is a replacement of the Security Codes, HLBB/HLISB will not accept any instructions after receipt of such written notification;
- (i) Exposure of the Security Codes: If the Security Codes, are exposed or suspected to be exposed to any person, you shall immediately request for new Security Codes or change the Security Codes, as the case may be to protect your own interest. HLBB/HLISB shall not be held responsible or liable for any loss or damages suffered in such circumstances.

11.2 User Guides and Frequently Asked Questions (FAQ)

You are to read and understand the User Guide and/or FAQ before attempting to use the Hong Leong Connect and do not carry out any instructions or utilize Hong Leong Connect in the presence of any other person.

11.3 Balances in Accounts

- (a) You are to regularly and carefully check and monitor the Accounts and the balances and checked the balances each time prior to issuing any instructions to HLBB/HLISB.
- (b) You are to immediately inform HLBB/HLISB of any inaccuracy or irregularity in any of the Accounts.

11.4 Availability of Funds

- (a) You shall ensure that there are cleared funds and sufficient funds available in the Account to perform any of the transactions you require, unless you have made prior arrangements with HLBB/HLISB.
- (b) HLBB/HLISB shall not be obliged to carry out any instructions until and unless the relevant Account has sufficient funds.

11.5 Joint Accountholders:

Either one of the accountholders may issue instructions and authorize HLBB/HLISB to effect any transactions on a joint account. All transactions arising from the use of the Security Codes, to operate a designated joint account shall be binding on all account holders, who shall be jointly and severally liable on all transactions. The mandate of a joint account holder shall not be revoked until and unless the joint account holder whose mandate is to be revoked surrenders his Security Codes to HLBB/HLISB.

11.6 If you receive data or information through the Hong Leong Connect which is not intended for you, you are to immediately inform HLBB/HLISB by telephone or e-mail and delete the same.

11.7 This provision shall survive the termination of the Hong Leong Connect.

12. Compliance with Other Laws

The use of the Hong Leong Connect outside of Malaysia is subject to the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements in force for the time being in the country where the transaction is effected or requested and the laws and regulations of Malaysia and the country where the transaction is effected or requested. You are required to comply with such laws, rules and regulations when using the Hong Leong Connect.

13. Liabilities of the Parties

13.1 By using the Hong Leong Connect, you acknowledge and agree:-

- (a) to accept the inherent risks associated with carrying out transactions through the Internet and mobile phone; and
- (b) that HLBB/HLISB and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to the Hong Leong Connect, including but not limited to merchantability and fitness for a particular purpose. No oral or written information or advice given by HLBB/HLISB, its Affiliates and their respective personnel, employees or agents shall create or enhance the scope of this warranty.

13.2 You shall be responsible and liable, without any limit, for the following:-

- (a) any loss or damages suffered for all unauthorized transactions carried out through the use of the Security Codes until such time when HLBB/HLISB has received written notification of the same from you;
- (b) any loss or damages suffered and all risk arising, in the event you do not cancel the Hong Leong Connect in accordance with the relevant procedures set out by HLBB/HLISB for the use of the Hong Leong Connect;
- (c) any loss or damage suffered by HLBB/HLISB as a result of your breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by HLBB/HLISB.

13.3

- (a) Without prejudice to any other provisions here, HLBB/HLISB shall not be liable to you or any third party for any loss (whether direct or indirect) of profits or business or goodwill for any indirect or consequential loss or damage whatsoever or howsoever arising even if HLBB/HLISB has been advised of the possibility of such loss or damage or claim by any third party.

- (b) Subject to the provisions herein, HLBB's/HLISB's sole and entire liability to you in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- (c) Each provision of this Clause 13.3 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Accounts or the Hong Leong Connect
- 13.4 Without limiting the generality of Clause 13.3, HLBB/HLISB shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you or any third party by reason or arising from:-
- (a) for your failure to provide accurate, complete and timely Instructions issued to HLBB/HLISB or failure to comply with; or
- (b) for your inability to perform any of the transactions due to limits set by HLBB/HLISB from time to time; or
- (c) any error, alteration, destruction of the Instructions, data or information to or from HLBB/HLISB through the Hong Leong Connect, on the internet and mobile phone; or
- (d) any intrusion or attack by any person or party on any hardware, software or system used in relation to the Hong Leong Connect or on the Internet and mobile phone, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable the Hong Leong Connect or any part thereof; or
- (e) any restriction or prohibition on the use of the Hong Leong Connect by any laws or regulations of any country from where you access the Hong Leong Connect; or
- (f) in the event HLBB/HLISB is unable to perform any operations or to provide any of the Services due to any reason beyond HLBB's/HLISB's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, or any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network Service Provider, Mobile Network Service Provider or the Affiliates or any factor beyond the control of HLBB/HLISB.

14. Indemnity

You undertake to indemnify HLBB/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 or suffered by HLBB/HLISB in connection with or in any manner arising out of the provision of the Hong Leong Connect or the acceptance of any Instruction given by you or breach by you of any of the Terms and Conditions. Your liabilities shall be a continuing liability and will remain in full force notwithstanding the termination of the Hong Leong Connect.

15. Suspension or Termination of Hong Leong Connect by HLBB/HLISB

15.1 HLBB/HLISB may, in its absolute discretion and at any time, suspend or terminate your access to the Hong Leong Connect or any part of the services without being obliged to provide any reason for the same.

15.2 HLBB/HLISB will automatically terminate your right of access to the Hong Leong Connect should you cease to maintain any Account with HLBB/HLISB which can be accessed through the Hong Leong Connect or if your access to such Accounts is suspended, restricted or prohibited by HLBB/HLISB or any third party for any reason.

15.3 If you intend to terminate the Hong Leong Connect, you are to terminate the services yourself in accordance with the procedures prescribed in the User Guides or FAQ or the Hong Leong Connect webpage. The Hong Leong Connect will thereafter be terminated immediately.

16. Severability and Waiver

16.1 If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under any law, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions in these Terms and Conditions.

16.2 HLBB's/HLISB's acceptance of any of the Instructions or processing of any of the Instructions issued beyond the times stipulated or any waiver by HLBB/HLISB of any of its rights or any indulgence granted to you shall not operate as consent to the modification of any part of these Terms and Conditions or as to prevent HLBB/HLISB from enforcing or any of its rights under these Terms and Conditions or the rules and regulations or terms and conditions for the Accounts.

17. Notices

17.1 Any notices required to be given in respect of the Hong Leong Connect by HLBB/HLISB to you may be given in any of the following manner as determined by HLBB/HLISB in its absolute discretion:-

- (a) by electronic mail to your last known e-mail address in HLBB's/HLISB's records and such notices shall be deemed to be received after 24 hours from transmission; or
- (b) by short message service (SMS) through the Mobile Network Service Provider to your last known mobile phone number in HLBB's/HLISB's records and such notices shall be dependent on the terms and conditions of the Mobile Network Service Provider and the connectivity status of your mobile phone, and shall be deemed to be received within 24 hours from transmission; or
- (c) by ordinary post or registered post or courier sent to or left at your last address registered with HLBB/HLISB and shall be deemed received by you within five (5) Business Days from posting if sent by ordinary or registered post and within two (2) Business Days from sending if sent by courier; or
- (d) by displaying the notices at HLBB's/HLISB's branch premises or HLBB's/HLISB's website and such notices shall be deemed effective upon such display; or
- (e) by way of advertisement or general notice in one major national newspaper and the notice shall be deemed to be effective from the date of such notice or the date specified in the notice, as the case may be.

17.2 Any notices (excluding Instructions) required to be sent hereunder by you to HLBB/HLISB may be given in any of the following manner:-

- (a) through the Hong Leong Connect to HLBB/HLISB and such notices shall be deemed to be received once you receive a confirmation of such receipt via electronic mail from HLBB's/HLISB's system ; or
- (b) via any Approved Communication Channel to the Hong Leong Call Centre at the address stated below in Clause 20.2 and such notices shall be deemed received by HLBB/HLISB in accordance with the time specified with respect to such Approved Communication Channel;
- (c) by ordinary post or registered post or courier sent to or left at the branch where the Account is maintained and shall be deemed to have been received by HLBB/HLISB within seven (7) Business Days from posting if sent by registered or ordinary post or within two (2) Business Days from sending if by courier.

17.3 You shall promptly inform HLBB/HLISB of any changes in the your personal details, your telephone or mobile numbers or your electronic mail, correspondence and/or residential address in writing or via an Approved Communication Channel.

18. Disclosure

HLBB's/HLISB's rights to your information and disclosure will be in accordance with HLBB's/HLISB's Privacy.

19. Reconstruction of HLBB/HLISB

Your obligations and liabilities shall continue to be valid and binding for all purposes whatsoever notwithstanding any change by amalgamation, reconstruction or otherwise which may be made in the constitution of HLBB/HLISB or by any company by which the business of HLBB/HLISB may for the time being be carried on and shall be available to the company carrying on the business for the time being and you agree that no such changes shall affect the obligations and liabilities created here-within in relation to any transaction whatsoever whether part, present or future.

20. Enquiries and Dispute Resolution

20.1 If you have any queries or require any assistance, please refer to our Customer Service at:-
Tel: 603-7626 8899 or Fax to: 603-7946 8888

20.2 In the event you have any complaints or disputes, please specify the nature of your complaint or dispute and refer the matter to:-

Hong Leong Digital Banking
Level 3A, Wisma Hong Leong,
Jalan Perak,
50450 Kuala Lumpur, Malaysia.
Homepage : www.hlb.com.my / www.hlisb.com.my / www.hongleongconnect.my

21. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and you hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia in Kuala Lumpur or the courts of such other competent jurisdiction as HLBB/HLISB may at its sole discretion elect to submit and the service of any legal process may be effected by any manner permitted by law.