

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### TERMS AND CONDITIONS

These Terms and Conditions for Hong Leong Business Internet Banking (“Terms and Conditions”) set out the terms upon which Hong Leong Bank Berhad (“HLBB”)/Hong Leong Islamic Bank Berhad (“HLISB”) will provide internet/electronic banking facilities and/or services (which may include cash management services and collection services) for HLBB’s/HLISB’s business banking customers (“HL Business Internet Banking”). By using and continuing to use the HL Business Internet Bankingservices, the Customer represents, warrants and undertakes that the Customer has read, understood and agrees to be bound by these Terms and Conditions and any additions or amendments as may be made thereto by HLBB/HLISB at any time and from time to time.

### (A) GENERAL TERMS AND CONDITIONS

#### 1. Definitions & Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the respective meanings unless the context otherwise requires: -

“Account(s)”	means any and all accounts which (a) the Customer have or may have with HLBB/HLISB linked to HL Business Internet Banking (as defined herein) at any time and from time to time; and/or (b) Customer’s account to be debited for the payments effected through HL Business Internet Banking.
“Acknowledgement”	means any positive confirmation, non-acceptance, acknowledgement, rejection, cancellation or reply by HLBB/HLISB to the customer.
“Admin ID”	means the access identification issued by HLBB/HLISB to the Customer to enable the Customer to create and/or assign Profiles and User IDs to duly authorised persons of the Customer.
“Admin Password (s)”	means a string of characters and/or numbers which is issued by HLBB/HLISB to the Customer’s System Administrator(s) and System Authoriser(s) in the PIN Mailer for purposes of facilitating the Admin ID to access to HL Business Internet Banking.
“Affected Bank Customer”	Means a Customer whose Account has been erroneously debited or credited due to erroneous or Fraudulent Payment Instructions caused by other Participants, Customers or PayNet.
“Affected Biller”	Means a Biller that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
“Affected Participant”	Means a Participant that received erroneous or Fraudulent Payment Instructions and/or funds due to errors of other Participants, Customers or PayNet.
“Affiliates”	means any entity, company, corporation or institution which may offer products, services, contents or information on HL Business Internet Banking from time to time.
“Appropriate Authority”	means any government or taxing authority.
“Approved Communication Channel”	means the communication channels for issuing Instructions to HLBB/HLISB as may be prescribed by HLBB/HLISB from time to time.
“Authorised Person”	mean the person or persons authorised by the Customer (whether alone or jointly with any other person or persons) to

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

	operate the Account(s) and issue Instructions to HLBB/HLISB and use the Security Device (or Security Devices if more than one Authorised Person) on behalf of the Customer through HL Business Internet Banking or to execute any documents on behalf of the Customer and shall include such persons which the Customer may include or substitute from time to time.
“Bank”	Means a financial institution that is licensed under the Financial Services Act 2013, Islamic Financial Services Act 2013 and/or Development Financial Institutions Act 2002.
“Bill”	Means an itemised statement of money owed, or a request to pay, for purchase of goods, provision of services and/or any other business transaction.
“Biller”	Means Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies, charities participating in the Scheme to collect Bill Payments.
“Biller Bank”	Means a Participant appointed by a Biller to facilitate the Biller’s collection of Bill Payments via JomPay.
“Biller Code”	Means an alphanumeric code uniquely identifying either: - a Biller; or - a Biller’s product or service category for purposes of routing Payments to the Biller.
“Business Day”	means any business day of HLBB/HLISB at its main office in Kuala Lumpur.
“Branch”	means any of the offices of HLBB/HLISB located within Malaysia.
“Branch & Customer Support Section”	means a designated section in the Bank responsible for providing support to the Customer and HLBB/HLISB branch with regards to the operation of HL Business Internet Banking.
“Customer”	and its cognate expressions mean the party who is registered with HLBB/HLISB for HL Business Internet Banking and includes the Authorised Persons and the Customer’s successors-in-title.
“Content”	means any and all materials, information, graphics, text, image, links advertisements and data appearing or contained in the Website, including the materials and content relating to HL Business Internet Banking.
“Cut Off Time”	means the cut off time under the respective service in HL Business Internet Banking.
“Datafile”	refer to the payment information which the Customer is providing to the Bank.
“End User(s)”	means any one or more of the Customer’s authorised servants, employees and/or agents which the Customer has grouped under a Business ID and has been assigned a User ID by the Customer to access to HL Business internet Banking for and on behalf of the Customer.
“Erroneous Payment Instruction”	Means a Payment Instruction that is initiated wrongly or is incorrect as follows: - Participants post erroneous entries to Billers’/Payers’ bank accounts, or generate invalid, incorrect, misdirected or duplicated Payment Instructions on behalf of Billers/Payers due to technical errors or operational errors;

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

	<ul style="list-style-type: none"><li>- Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and</li><li>- Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated.</li></ul>
“Fee Schedule”	means the schedule of service fees, commissions and charges set out in Clause 6 of these Terms and Conditions.
“Fraudulent Payment Instruction”	Means a Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.
“FPX”	Means the secure online payment gateway system managed by PayNet, that allows Customers who maintain an Internet banking account with any of the financial institutions participating in FPX (“Participating FI”) to make real time online payments, by using the Customers’ existing current or savings account, between different Participating FIs, subject to relevant terms and conditions.
“Hong Leong Business Internet Banking” or “HL Business Internet Banking”	means the internet/ electronic banking facilities and/or services (which may include cash management services and collection services) for business banking customers including “HL Connect Biz”, “HL ConnectFirst” and such other services which may be known by any other name, as may be added, withdrawn, varied or replaced by HLBB/HLISB at any time or from time to time which enable the Customer to perform banking services through the Internet.
“HL Business Internet Banking Application Form”	Means the application form submitted by the Customer to HLBB/HLISB at the time of application for HL Business Internet Banking.
“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.
“IBG”	refers to Interbank GIRO, an inter bank fund transfer system integrated with PAYMENTS NETWORK MALAYSIA SDN BHD (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd)(Company No. 836743-D)(“PayNet”) that facilitates payments and collections via the exchange of digitized Transactions between banks.
“Instructions”	means any application, authorization, instruction, mandate or request issued by the Customer to HLBB/HLISB to carry out any one or more of HL Business Internet Banking Services permitted by HLBB/HLISB, and includes without limitation any message communicated electronically, by fax, by telephone or such other means acceptable to HLBB/HLISB.
“Internet Service”	means services provided by a network of millions of computers from all over the world which allows computers to trade information using telephone lines, fiber-optic cables, and satellite links.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

“JomPAY Brand” “Media”	Means the brand, icon, logo and marks for the JomPAY Scheme. refer to the mode which the Customer is providing the payment file to HLBB/HLISB whether it is in diskette, online file transfer or any other form acceptable by HLBB/HLISB.
“Mistaken Payment Instruction”	Means a payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer’s Payment Instructions or contains an error in the Payment Instructions from the Payer resulting in payments which: a) are directed to the wrong Customers; b) contain incorrect Recipient Reference Numbers; c) carry the wrong amount; or d) are duplicated.
“Mobile Network Service Provider”	means any of the registered mobile network service providers providing mobile phone services.
“Network Service Provider”	means any internet service provider or commercial online service provider providing connection to the Internet.
“Business ID”	means the unique identification number issued by HLBB/HLISB to the Customer.
“Participant”	A Bank that is a member of the Scheme.
“Password(s)”	means (a) a unique string of alphanumeric characters issued by HLBB to the Admin ID to gain access to HL Business Internet Banking; and/or (b) a unique string of alphanumeric characters chosen by the Admin User, which are known only to the respective User which the Bank will authenticate together with the User ID and the Business ID to gain access to the HL Business Internet Banking.
“Payer”	Means individuals, companies, body corporate, businesses (including sole proprietors and partnerships), government agencies, statutory bodies, societies and other Bank customers that make payments to Billers using the Scheme.
“Payer Bank”	A Participant in the Scheme who offers services that allow Payers to initiate Payment Instructions.
“Payment Date”	mean the date the Customer Account is debited for payments effected by the Customer.
“Payment Instruction” or “Payment”	An order from a Payer to its Payer Bank directing the Payer Bank to: a) draw funds from the Payer’s bank account; and b) transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.
“PayNet”	means PAYMENTS NETWORK MALAYSIA SDN BHD (formerly known as Malaysian Electronic Clearing Corporation Sdn Bhd)(Company No. 836743-D), a wholly-owned subsidiary of BNM and incorporated in October 2008 in Malaysia, who has been appointed by BNM, to amongst others, act as agent for BNM in carrying out BNM’s functions as a central securities and depository and paying agent under PayNet’s rules and procedures.
“PIN”	means a personal identification number to enable Customer to access the Security Device issued by HLBB/ HLISB in order to use the HL Business Internet Banking Services.
“PIN Mailer”	means the document containing the Password to access to

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

	HLOB issued by HLBB/ HLISB to the customer.
“Real-time Notification” or “RTN”	A form of electronic message sent to a Biller to provide advance notice of incoming payment from a Payer once the Payer’s bank account has been successfully debited for a Payment Instruction to the Biller.
“RENTAS”	Real-Time Electronic Transfer of Funds and Securities System (RENTAS) provides multi currency real time gross settlement of interbank funds transfer integrated with PayNet.
“Reversal”	Means a transaction that: a) is initiated by a Biller to cancel an Erroneous Payment Instruction; b) may involve the making of a debit or credit adjustment to the account of the Payer to which the Erroneous Payment Instruction relates; and c) may involve an adjustment to the bank account(s) of the Biller named in the Erroneous Payment Instruction, if funds from the Erroneous Payment Instruction has been applied to the bank account(s).
“RRN”	Means Recipient Reference Number.
“Scheme”	A service offered by PayNet which facilitates industry wide ubiquitous Bill payments through the use of standard Biller Codes and Recipient Reference Numbers.
“Scheme Operator” or “SO” “Service”	The owner and the operator of the JomPAY Scheme shall refer to the relevant HL Business Internet Banking service as the context may require.
“Service Charge(s)”	means the charge(s) payable by the Customer for HL Business Internet Banking in accordance with the Terms and Conditions whereby service charges or other applicable charges may be varied from time to time.
“Security Codes”	includes the, Admin ID, Business ID, User ID, Security Device and any one or more of them as the context requires.
“Short Messaging System (SMS)”	means a standard communication service in the mobile communication system, using standardized communication protocols allowing the interchange of short text messages between mobile telephone devices.
“SWIFT”	Means S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium, a member-owned cooperative that provides the financial messaging platform, services and products to banking organisations, securities institutions and corporate customers worldwide.
“SWIFT Statements”	Means the Customer Statement Message sent by SWIFT to a financial institution that has been authorised by the relevant owner of an account held with the financial institution to receive it.
“Related Business Account(s)”	means any and all accounts that any of the Customer’s Affiliate maintains with HLBB / HLISB and for which HL Business Internet Banking Services are provided to such Customer’s Affiliate. The Related Business Account(s) may be handled from time to time by the Customer by prior written notice to HLBB/HLISB provided that HLBB/HLISB has received the written

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

authorisation of the relevant Customer's Affiliate in accordance with the constitution of the Customer's Affiliate and all other relevant supporting documents required by HLBB/HLISB.

The expression "Customer's Affiliate" shall mean companies related to the Customer within the meaning of Section 7 of the Companies Act 2016 and/or other business entities/enterprises related or affiliated to the Customer.

"System Administrator(s)"	means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system administrator to perform system and user maintenance of the Customer's Account within HL Business Internet Banking.
"System Authorizer(s)"	means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system authorizer to approve the system and user maintenance of the Customer's Account within HL Business Internet Banking.
"Security Device"	means an electronic device issued by HLBB /HLISB to the Customer for transaction authentication purposes.
"Tax"	means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
"Transactions"	means the transactions made available through HL Business Internet Banking which includes but is not limited to funds transfer, IBG, RENTAS, foreign telegraphic transfer and such other transactions as determined by HLBB/HLISB in its absolute discretion at any time and from time to time.
"Terms and Conditions"	means this Agreement containing the Terms and Conditions for HL Business Internet Banking 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.
"Unauthorised Payment Instruction"	A payment made without the authority of the Payer who is purported to have given the Payment Instruction which initiated that payment (and from whose account that Payment was debited) or a Payment made by a Payer which is void for any reason other than fraud. It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes unauthorised transactions from the Payer's account to make other payments. However, it does not include a Fraudulent Payment Instruction.
"Unrecoverable Loss"	The portion of funds credited to the wrong party due to Erroneous Payments or Fraudulent Payments that cannot be retrieved after Participants have exhausted the recovery of funds process.
"User"	means System Administrator, System Authorizer and / or any

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

	End User(s) of the Customer duly authorised by the System Administrator and/or System Authoriser.
“User ID”	means a unique name made up of a string of alphanumeric characters issued by HLBB/HLISB to the User, which must be keyed in by the User together with the Security Codes and Business ID in order to gain access to HL Business Internet Banking.
“User Guide”	means the guide or guides issued by HLBB/ HLISB to the Customer containing operating instructions for the modes of access and Service made available through HL Business Internet Banking and shall include any amendments, variations and other user guides as may be issued by HLBB/ HLISB from time to time.
“Website”	means HLBB’s / HLISB’s website at <a href="http://www.hlb.com.my">http://www.hlb.com.my</a> / <a href="http://www.hlisb.com.my">www.hlisb.com.my</a> from which HLOB is made available to the Customer by HLBB / HLISB.

### 1.2 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 "the Customer" or "Authorised Person", 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.
- (c) In this Agreement, words referring to the singular include the plural and vice versa, and words referring to the masculine gender include the feminine and neuter genders.

## 2. Use of HL Business Internet Banking

2.1 HL Business Internet Banking is provided to the Customer on these Terms and Conditions and the applicable terms and conditions for the Account(s). If there is any inconsistency between the terms and conditions for the Account(s) and these Terms and Conditions, these Terms and Conditions published shall prevail with respect to HL Business Internet Banking to the extent of such inconsistency.

2.2 HLBB/HLISB reserves the right to amend, add to or delete any or all of these Terms and Conditions and/or vary or terminate all or any part of or the scope of the banking services provided through HL Business Internet Banking at any time at its absolute discretion with prior notice to the Customer (unless stated otherwise herein). The continued use of HL Business Internet Banking shall be deemed as acceptance and receipt by the Customer of the changes in these Terms and Conditions save for those changes or variations that require express consent and acceptance by the Customer.

2.3 Upon approval by HLBB/HLISB of the Customer’s application for the HL Business Internet Banking Service, the Customer will be issued with a Security Device and/or Security Codes upon payment of a fee prescribed by HLBB/HLISB in accordance with Clause 6 of these Terms and Conditions.

2.4 The Customer shall use the relevant Security Codes provided by HLBB/HLISB to sign on to HL Business Internet Banking in accordance with HLBB/HLISB procedures for purposes of using and/or submitting Instructions to HLBB/HLISB. Through the appointment of System

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

Administrator(s) and System Authorizer(s), as well as the creation of End User(s) by System Administrator(s) and System Authorizer(s), the Customer authorizes the User(s) to act for and behalf of the Customer for the purposes set forth under or pursuant to these Terms and Conditions. The Customer shall ensure that all User(s) comply with all of the Customer's obligations under these Terms and Conditions and the Customer shall be bound by the User(s) failure, neglect or omission to comply with such obligations.

2.5 Where HLBB/HLISB offers new or additional banking services through HL Business Internet Banking, the Customer's acceptance in the manner prescribed by HLBB/HLISB and use of such new or additional banking services shall be subject to these Terms and Conditions and such additional terms and conditions for such new or additional banking services as may be prescribed by HLBB/HLISB from time to time.

2.6 HLBB/HLISB will endeavour (but shall not be obligated) to make available HL Business Internet Banking to the Customer and reserves the right to vary the availability of HL Business Internet Banking, any banking services and processing times at its sole discretion at any time with prior notice to the Customer and without any liability whatsoever to the Customer or any person. The Customer expressly understands that the Customer may also carry out the banking services at any of HLBB's/HLISB's branches or use other alternative channels which are available to the Customer.

### 3. Customer's Responsibilities

#### Security Details

3.1 The Customer agrees to take and shall procure that each User shall take all precautions to safeguard the Security Device, Security Codes and to prevent unauthorized and fraudulent use of HL Business Internet Banking such as but not limited to the following:-

- (a) to not disclose the Security Codes or causing any Security Codes to be disclosed to anyone;
- (b) that the equipment from which the User accesses and/or uses HL Business Internet Banking will not allow recording of the User's activities and that the necessary anti-spyware and firewalls are installed;
- (c) that the User is always logged in to the correct URL (<http://www.hlb.com.my> / [www.hlisb.com.my](http://www.hlisb.com.my));
- (d) that the User is not to utilise HL Business Internet Banking through Internet cafes or any public places offering Internet services;
- (e) to the changing of the Password(s) when requested to on a periodical basis;
- (f) to the memorizing of the Security Codes and not recording them;
- (g) to inform HLBB/HLISB immediately if there is any suspicion that any Security Codes has been disclosed to a third party and/or if the Security Device is lost or misplaced by the Customer, to enable HLBB/HLISB to prevent fraudulent or unauthorized use of HL Business Internet Banking;
- (h) to ensure that a sign out of HL Business Internet Banking and Website must be done whilst the computer terminal is unattended by the Customer or its User;
- (i) that the Security Device and Security Codes, issued to the Customer or its User(s) shall remain the property of HLBB/HLISB. Upon termination of HL Business Internet Banking, the Security Device and Security Codes shall be immediately unusable;
- (j) that the Security Device and Security Codes are issued solely for the Customer or its User(s)' use and shall not be transferred, pledged or otherwise used as security in any form nor shall the Customer or its User(s) part with the use of the same to any other person;

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (k) remove access rights and notify the HLBB/HLISB immediately of any actual or suspected impropriety on the part of any User in connection with the Services or where a User is no longer authorised to use the System due to leaving employment or otherwise;
- (l) that any changes on the Security Device shall be informed to the Bank with immediate written notice.

3.2 The Customer shall immediately inform HLBB/HLISB in writing if the Customer:

- (a) knows or suspects that any Security Device and/or Security Codes are lost or/and exposed to any person, in which event the Customer shall immediately request for new Security Device(s) and/or Security Codes or change the Security Device and Security Codes, as the case may be to protect the Customer's own interest.
- (b) becomes aware or suspects that there is unauthorized access and/or use to HL Business Internet Banking.

The Customer acknowledges that HLBB/HLISB shall not be held responsible or liable for any loss or damages suffered in any of the above circumstances.

3.3 Notwithstanding Clause 3.2, the Customer shall be liable for all loss or damage howsoever caused, which may be suffered or incurred by HLBB/HLISB, the Customer, any of the Customer's Affiliates and/or any third party or which may arise directly or indirectly from any non-compliance by the Customer in any of the Customer's obligations, the Instructions received by HLBB/HLISB (whether authorized or not) after any or all of the Security Device and/or Security Codes are disclosed to a third party or otherwise compromised until HLBB/HLISB has taken the necessary steps in accordance with its prevailing practice to prevent any Instruction from being effected through the use of the Security Device and/or Security Codes.

3.4 HLBB/HLISB shall at its discretion be entitled to deactivate or revoke the use of any Security Device and/or Security Codes at any time without assigning any reason whatsoever and with notice to the Customer and/or the User. HLBB/HLISB may in its absolute discretion re-activate or re-issue any Security Device and/or Security Codes in order for the Customer to resume its access and/or use of HL Business Internet Banking. All costs and charges incurred by HLBB/HLISB in issuing, re-activating or re-issuing any Security Device and/or Security Codes shall be borne by the Customer and may, as HLBB/HLISB deems fit, be automatically debited from the Account(s) designated by the Customer. The Customer must follow any other security rules prescribed by HLBB/HLISB whether in the Website, under any other agreement with HLBB/HLISB, or otherwise notified to the Customer by HLBB/HLISB in any other way.

3.5 When HLBB/HLISB is notified by the Customer of the circumstances in Clause 3.2(a) and/or Clause 3.2(b), HLBB/HLISB shall be entitled to take any steps it deems fit including the right to suspend the Customer's and/or the User's access to and use of HL Business Internet Banking and/or to cancel any Security Device and/or Security Codes, without any liability to HLBB/HLISB. The Customer and the User may be issued with a new Security Device and/or Security Codes at HLBB's/HLISB's absolute discretion and all fees and costs in relation to the issuance or reactivation of any Security Device and/or Security Code, wherever applicable, shall be borne by the Customer and HLBB/HLISB is hereby authorized to debit the Customer's designated Account(s) for the same.

3.6 Upon authorized instructions from Customer, HLBB/HLISB shall be entitled to take any steps it deems fit including the right to suspend the Customer's and/or modify the User's access/information to and use of HL Business Internet Banking.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### User Guide

3.7 The Customer agrees that the Customer is to read and understand the User Guide before attempting to use HL Business Internet Banking. The Customer further agrees that any usage of HL Business Internet Banking will be deemed as acceptance and agreement to the terms and conditions of HL Business Internet Banking.

## 4. Operation of HL Business Internet Banking

### Access and/or use to HL Business Internet Banking

4.1 The Customer shall use the relevant Security Device and/or Security Codes provided by HLBB /HLISB to sign on to HL Business Internet Banking in accordance with HLBB/HLISB's procedures for purposes of submitting Instruction to HLBB/HLISB. Through the appointment of System Administrator and System Authorizer, as well as the creation of the End User(s) by System Administrator and System Authorizer, the Customer authorizes the Users to act for and on behalf of the Customer for the purposes set forth under or pursuant to these Terms and Conditions. The Customer shall ensure that all User(s) comply with all of the Customer's obligation under these Term and Conditions and the Customer shall be liable for and bound by the User(s)' failure, neglect or omission to comply with such obligations.

### Service Availability

4.2 HLBB/HLISB makes no warranty that HL Business Internet Banking (or any part thereof) provided under the Website will be available at the time stated therein. In the event of any failure or disruption in HL Business Internet Banking (or any part thereof), the Customer may still carry out the e-Payment transaction by way of other service delivery channel (Eg: Branch submission) offered by HLBB/HLISB.

4.3 In the event that Customer elects to proceed with any Transactions pursuant to HLBB/HLISB's other service delivery channel arising from the failure or disruption in HL Business Internet Banking or due to whatsoever reasons, the Customer shall ensure that it has taken reasonable steps to ensure that proper security and procedures are maintained at the Customer's end as to the generation and transmission of the Datafile are encrypted prior to forwarding it to HLBB/HLISB and the information is not tampered with. HLBB/HLISB shall not be liable for any unauthorized changes or tampering of the Datafile or Instruction before the cut-off time for the particular Service.

4.4 The Customer shall take all proper and reasonable steps to ensure that the Media supplied to HLBB/HLISB for the Service is not damaged, defective and/or will not malfunction. HLBB/HLISB shall reserve the right to reject any transaction contained in the Media or all the Transactions contained in the Media, which does not conform to the standard format as agreed upon by the parties under these Terms and Conditions.

4.5 Unless otherwise provided herein, HLBB /HLISB may from time to time with or without prior notice set or vary the frequency or manners of use of HL Business Internet Banking including without limitation services, features, product and facilities available through HL Business Internet Banking. HLBB/HLISB may make available new, additional or enhanced service(s) and/or product(s) through or under the Website at any time. By utilizing such new, additional or enhanced service(s) and/or product(s) as and when such service(s), and/or product(s) become available, the Customer shall be bound by the terms and conditions in force governing such new service(s) and/or product(s) and fulfill all obligations required by the Customer to utilise the new, additional or enhanced service(s) and/or product(s).

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### Limits on Accounts' Balance

4.6 HLBB/HLISB shall be entitled to require the Customer to maintain a minimum balance in any Account as may be informed by HLBB/HLISB to the Customer from time to time and at any one time failing which HLBB/HLISB may at its absolute discretion impose a penalty, suspend or terminate the Customer's utilisation of HL Business Internet Banking.

### Sufficiency of Funds

4.7 The Customer shall ensure that sufficient funds are maintained in the Account(s) and/or Related Business Account(s) (as the case may be) for the purpose of payments through the use of HL Business Internet Banking at least one (1) Business Day before the date of submission of the Instruction(s). HLBB/HLISB shall not be obliged to carry out any Instruction for any Service unless and until the Account(s) and/or Related Business Account(s) have sufficient funds to transfer or pay the relevant amount(s) and applicable Service Charges. The Bank shall not be liable for any loss, damages, claims and costs suffered or incurred by the Customer nor any of its third party recipients for not being able to proceed and carry out any Instruction received due to insufficient funds in the Account(s) and Related Business Account(s). The Customer shall indemnify the Bank for any claims, damages suffered, cause of actions arising from not carrying out the Instruction received by the Bank from the Customer whether relating to the Account(s) and Related Business Account(s) (where applicable) within the Cut-Off Time. The Customer acknowledges that it shall be responsible to ensure that all its Account(s) and Related Business Account(s) must have sufficient funds for payments to be effected.

### Verification

4.8 The Customer is required to check the contents of each Instruction before submission to HLBB/HLISB to ensure the authenticity, accuracy, completeness and correctness of the content. The Instructions submitted by the Customer via the Website shall be deemed fixed and finalized and shall become effective and binding on the Customer. Further the Customer shall check if the Instructions have been processed by checking (a) all Transactions recorded in the status of inquiry of Transaction(s), and (b) verification in report.

### Limits

4.9 At HLBB/HLISB's absolute discretion, HLBB/HLISB may from time to time, impose or revise limits on the transfer, payment and number of Transactions executed at any one time, by giving prior written notice to the Customer.

### Payment Instructions Cancellation

4.10 No cancellation instruction is allowed for Employees' Provident Fund ("EPF") contribution payment and Social Security Organisation ("SOCSO") contribution payment and HLBB/HLISB shall not be held liable to any claim arising from affecting the Customer's Instructions in relation to the aforementioned payments.

4.11 It is the Customer's responsibility to deal directly with EPF and SOCSO for any cancellation or refund required for the EPF contribution payment and SOCSO contribution payment submitted through the HL Business Internet Banking Service.

4.12 Where the Customer requires to make cancellation on a payment Instructions for payment other than EPF Contribution payment and SOCSO contribution payment, the Customer shall produce to HLBB/HLISB an Instruction or an authorization letter to cancel the payment instructions, prior to the cut off time. Such cancellation Instructions shall be subject to Clause 4.15 herein.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- 4.13 If the Customer is required to amend or vary any information in the payment Instructions, a new Datafile with such amendments or variations duly incorporated is to be forwarded to HLBB/HLISB before the Cut off Time together with the corresponding Instructions, upon which the unprocessed Media shall be returned to the Customer by HLBB/HLISB.
- 4.14 HLBB/HLISB reserves the right to impose a instruction- change fee (which sum shall be decided by HLBB/HLISB in its absolute discretion) in the event of the Customer amending cancelling or varying the Instructions in the manner contemplated in this payment Instructions cancellation clause herein and the Customer hereby agrees to pay HLBB/HLISB the same and further authorises HLBB/HLISB to debit such fee from the Account(s) and Related Business Account(s).
- 4.15 Notwithstanding anything in this Agreement and for the avoidance of doubt, HLBB/HLISB shall act on the cancellation or amendment of Instruction on a best effort basis and provided payment has not been initiated or processed, HLBB/HLISB shall not be held liable for any loss, damage and/or costs incurred or suffered by the Customer due to HLBB/HLISB being unable to cancel or amend the Instruction, whether or not the inability to cancel or amend the Instruction is due to the Customer failing or omitting to submit the cancellation or amendment Instruction within the stipulated time or for any other reason.

### Discrepancies

- 4.16 The Customer hereby agrees that unless the Customer notifies HLBB /HLISB of any discrepancies by the Business Day immediately following the completion of the Transaction, the entries in the report and status of inquiry of Transactions shall be deemed correct, final and conclusive and binding on all parties as evidence of such Transactions effected by the Customer. HLBB/HLISB shall not be liable to the Customer for any loss and damage suffered by the Customer arising from or in connection with the Customer's failure or delay to notify HLBB /HLISB of any discrepancies in the Transaction(s), Instruction(s), and status of inquiry of Transactions or Transaction history after the Business Day immediately following the completion of the Transaction. For the avoidance of doubt, the term "discrepancies" used in this clause mean any disparity between the information displayed in the Transaction History or status of inquiry of Transactions, with the Instructions and/or Transactions issued by the Customer.

### Transaction Processing

- 4.17 HLBB/HLISB will process the Datafile submitted based on the Payment Date. However, transaction will only be transmitted to PayNet or other clearing houses prior to the Cut-Off Time of the Business Day.
- 4.18 The Customer shall ensure that all information provided are accurate and correct. The crediting to beneficiary's account will be based on the information provided and the applicable validation rules of respective clearing houses.

### Rules and Regulations Governing the Customer's Accounts

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

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### 5. Instructions

#### Effect of Instructions

- 5.1 All Instruction(s) shall be effected using the Security Codes in accordance with HLBB/HLISB procedures and any applicable laws from time to time. The Customer acknowledges that certain Instructions may only be processed (a) after the Customer has submitted and HLBB/HLISB has received the Instructions; and/or (b) during normal banking hours on the Business Day. HLBB/HLISB do not warrant that any Instructions will be executed within any particular time frame or in any particular order.
- 5.2 HLBB/HLISB may treat any or all Instructions received by HLBB/HLISB as instructions properly authorised by the Customer, even if made fraudulently and even if conflict with the terms of any other instructions or mandates given by the Customer at any time concerning the Customer accounts or affairs. HLBB shall be under no obligation to check the authenticity of the Instructions or the authority of the persons giving them.
- 5.3 Where HLBB/HLISB have reason to believe that an Instruction purporting to come from the Customer has not been properly authorised by the Customer or that any breach of security has occurred in relation to the Customer's use of HL Business Internet Banking, HLBB/HLISB reserve the right not to act, or to delay acting upon the Instruction and in such event, HLBB/HLISB will inform the Customer as soon as reasonably possible.
- 5.4 The Customer is responsible for the accuracy and completeness of the Instructions and ensuring that the Instructions are transmitted correctly. HLBB/HLISB shall not be liable for any loss or delay where the Instructions are inaccurate and incomplete.
- 5.5 HLBB/HLISB reserves the right not to comply with the Customer's Instructions if they are inconsistent with HLBB's/HLISB's policy or rules and regulations in force for the time being.
- 5.6 All Instruction(s) effected (whether authorised or not) through the End User(s) of the Security Codes shall be binding on the Customer once transmitted to HLBB/HLISB, notwithstanding any error, fraud or forgery and the Customer agrees that HLBB/HLISB shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of any or all such Instructions effected. Without limiting the generality of the foregoing, HLBB/HLISB shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of the following:-
- (a) any unauthorised Instructions or Transactions effected using the Security Codes;
  - (b) HLBB/HLISB refusal to act upon any Instruction(s) given to HLBB/HLISB under suspicious or irregular circumstances as determined by HLBB /HLISB in its absolute opinion;
  - (c) HLBB/HLISB effecting Instruction(s) without verifying the authenticity, correctness, accuracy and/or completeness of such Instruction(s), although HLBB/HLISB is entitled at its sole discretion to seek such confirmation from the Customer; and/or
  - (d) the Customer's non-observance of any of the terms and conditions herein.

#### Notification to HLBB/HLISB

- 5.7 It shall be the Customer's responsibility to notify HLBB/HLISB immediately:
- (a) Upon receipt of incomplete, garbled or inaccurate data or information from HLBB/HLISB of any and all Instructions, Transactions or other use under HL Business Internet Banking;
  - (b) Upon receipt of any data or information which is not intended for the Customer; and/or
  - (c) Upon becoming aware, or where the Customer suspects or has any reason to believe that any Instruction(s) sent by the Customer has not been received by HLBB/HLISB or is

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

unauthentic, incorrect, incomplete or inaccurate including without limitation any mistaken, fraudulent or unauthorised payments from or to the Account(s) and/or Related Business Account(s).

5.8 HLBB/HLISB is under no obligation to process any Instruction (or part thereof) received and may reject or delay processing of the same without any liability whatsoever accruing to HLBB/HLISB, including without limitation in the following events:

- (a) the Instructions appear to HLBB/HLISB to be unauthentic, incorrect, inaccurate, incomplete, garbled or corrupted;
- (b) the Account(s) or Related Business Account(s) to which the Instructions related is frozen, closed or suspended or the Customer has entered an incomplete, incorrect or invalid account number;
- (c) HLBB/HLISB knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed; and/or
- (d) The Customer has not complied with these Terms and Conditions, any or all of HLBB/HLISB procedures or requirements set forth or any notice sent by HLBB/HLISB to the Customer from time to time.

5.9 HLBB/HLISB shall be under no obligation, nor duty of care, nor be responsible to investigate the authenticity, correctness, accuracy, completeness or integrity of the Instructions (part thereof) received by HLBB/HLISB or the person transmitting and/or effecting the same; and may treat such Instructions received as effective and binding on the Customer notwithstanding any error, fraud, forgery, lack of authority or misunderstanding.

### 6. Service Fees, Commissions and Charges

6.1 The Customer hereby agrees that HLBB/HLISB shall be entitled to impose and the Customer agrees to pay, service fees or charges, commissions and other charges, taxes and duties for:

- (a) Subscription to HL Business Internet Banking by the Customer;
- (b) the reissuance of Security Device at the request of the Customer;
- (c) the banking services conducted through HL Business Internet Banking by the Customer; and
- (d) all other service fees or charges stipulated in this Agreement and/or informed by HLBB/HLISB from time to time.

Unless otherwise specified in the relevant application form for the HL Business Internet Banking Services or agreed in writing between the Customer and HLBB/HLISB, the general fees and charges payable for the HL Business Internet Banking Services are set out below:

#### HL Business Internet Banking e-Payment Fees and Charges

One Time Charge	
Payment Authoriser's Token (min. 1)	RM50 per unit
*Standard token charges apply if replacements are requested	*System Authorizer tokens are available upon request and is subject to standard token fees and charges.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

<b>Recurring Charges</b>	
Subscription Fee	RM15* per month
Annual Token Maintenance Fee	RM10 per device
Intrabank Transfer	No Charge
Interbank GIRO (IBG)	RM0.10 per transaction
** RENTAS	A: RM5.00 per transaction B: RM2.00 per transaction
Foreign TT Malaysia to Singapore :	
(a) Amount equivalent to RM 5,000 or below	RM 12.00 per transaction (excluding commission RM 2.00)
(b) Amount above equivalent of RM 5,000	RM 12.00
Foreign TT Malaysia to other currencies:	
(a) Amount equivalent to RM 5,000 or below	RM 25.00 per transaction (excluding commission RM 2.00)
(b) Amount above equivalent of RM 5,000	RM 25.00
Lembaga Tabung Haji	RM0.50 per transaction
EPF	No Charge
SOCSCO	No Charge
IRB Ref	No Charge
*Subject to monthly accumulated transaction charges (e-Payment) of RM15 and above. **RENTAS A: Applicable to companies classified as non-SME/SMI RENTAS B: Applicable to companies classified as SME/SMI Note : The Bank reserves the right to accept/decline the application or revise the fees and charges.	
<b>Optional</b>	
Off-site Implementation/Training (Over the phone)	No Charge
Off-site Implementation/Training	Max. RM300 per visit

6.2 For the purposes of collecting such fees, commissions and charges, the Customer hereby authorizes HLBB/HLISB to debit the Account(s) designated by the Customer in the relevant HL Business Internet Banking application form. HLBB/HLISB shall not be obliged to notify the Customer or to obtain the Customer's consent prior to any debit made by HLBB/HLISB. The Customer understands that any suspension and termination by HLBB/HLISB of HL Business Internet Banking at any time does not entitle the Customer to any refund of any such fees, commissions and charges.

### 7. Government Taxes and/or statutory/regulatory imposed charges, fees etc.

7.1 The service fees, commissions, charges and/or all other monies to be paid by the Customer to HLBB/HLISB under this Agreement, including any amount representing reimbursements to be paid by the Customer to HLBB/HLISB is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

7.2 In the event the Customer is required by law to make any deduction or withholding from the services fees, commissions, charges and/or all other monies payable to the Bank under these Terms and Conditions in respect of any Tax or otherwise, the sum payable by the Customer in respect of which the deduction or withholding is required shall be increased so that the net

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

handling fee and/or the net amount of monies received by HLBB/HLISB is equal to that which HLBB/HLISB would otherwise have received had no deduction or withholding been required or made.

- 7.3 The Customer shall in addition to the service fees, commissions, charges and/or all other monies payable, pay to HLBB/HLISB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLBB/HLISB to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Customer directly to any Appropriate Authority, which the Customer shall remit directly to the Appropriate Authority.
- 7.4 If at any time an adjustment is made or required to be made between HLBB/HLISB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these Terms and Conditions by HLBB/HLISB, a corresponding adjustment may at HLBB/HLISB's discretion be made as between HLBB/HLISB and the Customer and in such event, any payment necessary to give effect to the adjustment shall be made.
- 7.5 All Tax as shall be payable by the Customer to HLBB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLBB/HLISB.
- 7.6 The Customer hereby agrees to do all things reasonably requested by HLBB/HLISB to assist HLBB/HLISB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these Terms and Condition, the Customer agrees to provide its fullest cooperation to HLBB/HLISB in assisting HLBB/HLISB in complying with its obligations under the relevant laws.
- 7.7 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these Terms and Conditions has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

### **8. Computer Terminals and Computer Network Access**

- 8.1 The Customer is solely responsible:
- (a) to ensure that the computer terminal or any other devices used by the Customer to access HL Business Internet Banking, as well as the related software and hardware meet the minimum requirements specified by HLBB/HLISB from time to time; and
  - (b) for the installation, maintenance and security of the Customer's computer terminal or any other devices accessing HL Business Internet, related software (including the internet browser software) and hardware used to access HL Business Internet Banking, and HLBB/HLISB shall not be responsible for any loss, damage or expense incurred by the Customer or any third party from any delay, failure, disruption, malfunction or intrusion to the above.
- 8.2 The Customer understands that access to HLBB/HLISB's Website and HL Business Internet Banking through a Network Service Provider will be subject to the terms and conditions and fees and charges of the Network Service Provider for which the Customer shall be solely liable.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

8.3 HLBB/HLISB does not warrant the security and confidentiality of the Instructions and other information transmitted through the Network Service Provider or any equivalent system in any jurisdiction via HL Business Internet Banking and HLBB/HLISB shall not be liable for any unauthorized access, theft of information or any loss or damage arising therefore. In addition thereto, the Customer accepts and agrees that HLBB/HLISB shall not be liable for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any relevant Network Service Provider.

### 9. Intellectual Property Rights

9.1 The Customer hereby agrees that all the property rights (including trademarks, copyright, moral rights, patent and design rights) shall at all times be owned exclusively by HLBB/HLISB or the relevant third party vendor, advertiser, affiliate or any other third person, where applicable.

9.2 The Customer shall not reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, disseminate, communicate, display, modify, edit, alter, hyper link or use in whole or in part in any manner whatsoever, the intellectual property rights belonging to HLBB/HLISB or of HLBB/HLISB's related companies or such other relevant third party, without HLBB/HLISB's prior express written consent or that of the relevant third party vendor, advertiser, affiliate, or other third person, where applicable, to the same. Further thereto, the Customer shall not insert any hyperlink in the HLBB/HLISB Website or in HL Business Internet Banking or "mirror" or frame the same or any portion thereof on any other Website(s) or servers.

### 10. Liabilities of the Parties

10.1 By using HL Business Internet Banking, the Customer acknowledges and agrees: -

- (a) to accept all the inherent risks associated with carrying out Transactions through the Internet; and
- (b) that HLBB/HLISB and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to HL Business Internet Banking, 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.

10.2 The Customer 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 the Customer;
- (b) any loss or damages suffered and all risk arising, in the event the Customer do not terminate HL Business Internet Banking in accordance with the relevant procedures set out by HLBB/HLISB for the use of HL Business Internet Banking;
- (c) any loss or damage suffered by HLBB/HLISB as a result of the Customer's breach of or failure to comply with any of the obligations of the Customer, these Terms and Conditions or any relevant procedures set by HLBB/HLISB.

10.3

- (a) Without prejudice to any other provisions contained herein, HLBB/HLISB shall not be liable to the Customer or any third party for any loss (whether direct or indirect) of profits or business or goodwill or for any indirect or consequential loss or damage whatsoever or howsoever arising from the use of HL Business Internet Banking and/or the JomPAY Bill Payment Facility via HL Business Internet Banking even if HLBB/HLISB has been advised of the possibility of such loss or damage or claim by any third party.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (b) Subject to the provisions herein, HLBB/HLISB's sole and entire liability to the Customer 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 10.3 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 HL Business Internet Banking.
- 10.4 Without limiting the generality of Clause 10.3, HLBB/HLISB shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer or any third party by reason or arising from :-
- (a) the Customer's failure to provide accurate, complete and timely Instructions issued to HLBB/HLISB or
  - (b) the Customer's inability to perform any of the Transactions due to limits set by HLBB/HLISB from time to time;
  - (c) any error, alteration, destruction of the Instructions, data or information to or from HLBB/HLISB through HL Business Internet Banking and the Internet; or
  - (d) any intrusion or attack by any person or party on any hardware, software or system used in relation to HL Business Internet Banking or on the Internet, 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 HL Business Internet Banking or any part thereof; or
  - (e) any restriction or prohibition on the use of HL Business Internet Banking by any laws or regulations of any country from where the Customer accesses HL Business Internet Banking; 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/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.

### 11. Indemnity

- 11.1 The Customer undertakes to indemnify HLBB/HLISB fully and completely and against all claims, demands, actions, 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 HL Business Internet Banking or the acceptance of any Instructions given by the Customer or breach by the Customer of any of these Terms and Conditions. The Customer's liabilities shall be a continuing liability and will remain in full force notwithstanding the termination of HL Business Internet Banking.
- 11.2 The Customer also agree to indemnify and hold HLBB/HLISB harmless from any acts or omissions resulting in liability, any loss or damage and any suits and expenses of any kind, including attorney fees, that HLBB/HLISB may incur, which arises directly or indirectly from: (a) any falsehood, misrepresentation of fact or omission of fact by the Customer or the Customer's agent; (b) failure by the Customer to protect the Security Codes; and/or (c) failure to use a system whose security features include but are not limited to firewalls, anti-

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

virus and anti-spyware features and is appropriate to the nature and level of the Customer's business Transactions to prevent the compromise, loss, disclosure, modification or unauthorized use of the Customer's Security Codes;

### 12. Suspensions or Termination of HL Business Internet Banking

- 12.1 HLBB/HLISB may, in its absolute discretion at any time and with prior notice, suspend or terminate the Customer's access to HL Business Internet Banking or any part thereof or invalidate any or all of the Security Codes and to refuse the replacement of the Security Codes without being obliged to provide any reason for the same.
- 12.2 Without limiting the generality of the foregoing, HLBB/HLISB will automatically terminate the Customer right of access to HL Business Internet Banking should the Customer cease to maintain any Account(s) with HLBB/HLISB which can be accessed through HL Business Internet Banking or where the Account(s) is/are dormant or if the relevant Account(s) is suspended, restricted or prohibited by HLBB/HLISB or any third party for any reason.
- 12.3 The Customer may terminate its subscription to HL Business Internet Banking by giving HLBB/HLISB thirty (30) days written notice. The termination will not be effective until the Customer's notice is duly received and acknowledged by HLBB/HLISB.
- 12.4 Clause 9, 10, 12, 13, 14, 16, 17 and 18 shall survive the termination of this Agreement.

### 13. Severability and Waiver

- 13.1 If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under 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.
- 13.2 HLBB's/HLISB's acceptance of any of the Instructions or processing of any of the Instructions issued or any waiver by HLBB/HLISB of any of its rights or any indulgence granted to the Customer shall not operate as consent to the modification of any part of these Terms and Conditions or operate to prevent HLBB/HLISB from enforcing any of its rights under these Terms and Conditions or the rules and regulations or terms and conditions for the relevant banking services and access to HL Business Internet Banking.

### 14. Notices

- 14.1 Any notices required to be given in respect of HL Business Internet Banking by HLBB/HLISB to the Customer may be given in any of the following manner as determined by HLBB/HLISB in its absolute discretion: -
- (a) by electronic mail to the Customer's last known e-mail address in HLBB's/HLISB records and such notices shall be deemed to be received by the Customer after 24 hours from transmission; or
  - (b) by facsimile to the Customer's last known facsimile number in HLBB's/HLISB records and such notices shall be deemed to have been received by the Customer upon completion of the transmission as evidenced by a fax confirmation slip ; or
  - (c) by ordinary post or registered post or courier sent to or left at the Customer's last address registered with HLBB/HLISB and shall be deemed received by the Customer after five (5) Business Days from date of posting if sent by ordinary or registered post and after two (2) Business Days from date of posting if sent by courier; or

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (d) by hand delivery, which shall be deemed received by the Customer upon written acknowledgement of receipt by an officer or other duly authorised employee or representative of the Customer; or
- (e) by displaying the notices at HLBB's/HLISB's branch premises and such notices shall be deemed effective upon such display; or
- (f) by posting the notice or communication at the Website or in the HL Business Internet Banking webpage, which (if not otherwise stated in the notice or communication) shall be effective and deemed received by the Customer on the date of publication of the notice; or
- (g) by way of advertisement or general notice in at least one major national newspaper and the notice shall be deemed to be effective from the date of publication or the date specified in the notice, as the case may be; or
- (h) by notification or communication in any other reasonable or appropriate manner as deems fit by HLBB/HLISB including telephone call and Short Messaging System (SMS).

14.2 Unless otherwise specifically provided under this Agreement or where otherwise notified by HLBB/HLISB to the Customer from time to time, any and all notices, to be given hereunder by the Customer to HLBB/HLISB shall be in writing signed by the Customer's Authorised Person and may be given in any of the following manner: -

- (a) through HL Business Internet Banking to HLBB/HLISB and such notices shall only be deemed to have been received by HLBB/HLISB when confirmation of such notices is given by HLBB/HLISB via electronic mail or in writing ; or
- (b) via any Approved Communication Channel to the Branch and to the Branch & Customer Support Section at the address stated below in Clause 18 and such notices shall only be deemed to have been received by HLBB/HLISB in accordance with the time specified with respect to such Approved Communication Channel ; or
- (c) by ordinary post or registered post or courier sent to or left at the branch where the Account(s) is maintained and such notices shall be deemed to have been received by HLBB/HLISB within seven (7) Business Days from date of posting if sent by registered or ordinary post or within two (2) Business Days from date of posting if sent by courier

### 15. Disclosure

The Customer hereby agrees that:

- (a) HLBB's/HLISB's rights to the Customer information and disclosure will be in accordance with HLBB's/HLISB's Privacy Policy;
- (b) HLBB/HLISB must use the Customer's transactional information as is necessary to process payment(s);
- (c) When the Customer uses the JomPAY Bill Payment Facility to make payment(s), HLBB/HLISB may disclose the Customer's personal data (if applicable) and/or the personal data of the Customer's authorised representatives, to the Scheme Operator, Participating Billers, Biller Banks and other Payer Banks;
- (d) The Customer shall notify HLBB/HLISB if any of the Customer's and/or the Customer's authorised representatives' personal information is inaccurate, changes and the Customer consents that the updated personal information is disclosed to all Participants in the JomPAY Bill Payment Facility for the purpose of Clause 15(c) above; and
- (e) That if the Customer's personal data and/or the personal data of the Customer's authorised representatives is not disclosed to the parties specified in Clauses 15 (c) and (d) above, it will not be possible to process the Customer's requested payment(s) or use the JomPAY Bill Payment Facility.

For the purposes of disclosure as contemplated in this Clause 15, the Customer hereby represents and warrants on a continuing basis that the Customer has obtained the consent of its authorised representatives for the processing of their personal data in the manner contemplated herein.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### 16. Reconstruction of HL Business Internet Banking

The Customer's 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 the Customer agrees that no such changes shall affect the obligations and liabilities created hereunder in relation to any transaction whatsoever, whether past, present or future.

### 17. Governing Law and Jurisdiction

- 17.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Customer hereby agree to submit to the non-exclusive jurisdiction of the courts of Malaysia 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.
- 17.2 The use of HL Business Internet Banking is subject to the laws of Malaysia including without limitation the Exchange Control Regulations of Bank Negara Malaysia or any fiscal or exchange control requirements in force for the time being; the Computer Crimes Act 1997, Copyright Act 1987 and Trade Marks Act 1976 and any subsidiary legislation passed thereunder.

### 18. Enquiries & Dispute Resolution

- 18.1 Disputes, complaints, report of exposure or theft of any of the Security Codes or for assistance in relation to HL Business Internet Banking are to be directed to:-

Client Services  
Transaction Banking  
Business & Corporate Banking  
Level 10, Menara Hong Leong  
No 6 Jalan Damanlela, Bukit Damansara  
50490 Kuala Lumpur, Malaysia.  
Telephone No: 603 7661 7777  
Fax No: 03 – 2081 8934  
Email Address: cmp@hlbb.hongleong.com.my

- 18.2 In the event the Customer wishes to report an unauthorised transaction effected on the Customer's Account, the Customer is required to provide HLBB/HLISB with the following information in relation to the disputed transaction in order for HLBB/HLISB to investigate the matter further:
- the Customer's name;
  - details of the Account affected by the disputed transaction;
  - date of the disputed transaction;
  - amount of the disputed transaction; and
  - the reason(s) why the Customer believes that the transaction is unauthorised or is a disputed transaction.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### 19. Unauthorised/Fraudulent Instructions and Security Breaches

- 19.1 HLBB/HLISB shall not be responsible for any fraudulent or unauthorised instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer in the event that:-
- (a) the Customer has acted fraudulently;
  - (b) the Customer has failed to carry out the following obligations:-
    - i. to safeguard the Customer's sensitive personal banking information such as the Customer's Security Codes, by disclosing or allowing such information to be disclosed, verbally or in writing to a third party;
    - ii. to take responsible preventive steps to update and protect the Customer's personal computer(s), smart phone, tablet and other electronic devices to ensure that they are malware/virus free;
    - iii. to take responsible steps to ensure that the User have the authority to access and use the functionality of the HL Business Internet Banking, the Customer changes the Password, check the Customer's banking information and balances periodically and to keep sensitive banking information, Security Codes and security devices secure at all times;
    - iv. to report a breach or a suspected compromise of security as soon as possible regardless of the Customer's location after becoming aware of the breach or loss, either verbally or in writing to HLBB/HLISB (as set out in Clause 18.1 herein) or any of HLBB's/HLISB's branches;
    - v. to furnish HLBB/HLISB with an official Malaysian police report as soon as possible after reporting the breach of security to HLBB/HLISB; and/or
    - vi. to provide HLBB/HLISB with all the information required in relation to a disputed transaction and as set out in Clause 18.2 herein.
- 19.2 HLBB/HLISB reserves the right to institute legal action and/or any other proceedings HLBB/HLISB deems necessary including lodging such reports as appropriate or necessary with the relevant regulatory authorities, against Customers who delay, obstruct and/or withhold vital information from HLBB/HLISB, making or attempting to make false claims in respect of any transaction, publish false claims on traditional or social media, and/or lodge false police reports with respect to any transaction.

### 20. Force Majeure

- 20.1 HLBB/HLISB shall not be liable to the Customer for any failure or delay in the performance of any of its obligations herein to the extent that such performance is prevented or delayed by event(s) or circumstance(s) beyond the reasonable control of HLBB/HLISB, including but not limited to acts of God, viruses, worms, act of terrorism, fire, flood, riot, natural catastrophe, explosion, industrial dispute or disturbance, war, any government action, failure or interruption to telephone connectivity, network connectivity, network environment, electrical or power supply, interruption or failure of the Website and/or HLBB/HLISB computer's systems (whether by virus, by breakdown of a third party system upon which the same may be dependent, or such other reason beyond HLBB's /HLISB's control)

### 21. Miscellaneous

- 21.1 The Customer shall not assign any of its rights, benefits, obligations or liabilities under these Terms and Conditions to any other party without the prior written consent of HLBB/HLISB first had and obtained. HLBB/HLISB shall be entitled to assign the whole or a part of these Terms and Conditions to any third party without obtaining the Customer's consent and HLBB/HLISB shall give the Customer written notice of such assignment.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- 21.2 If any provision of these Terms and Conditions (or part thereof) is held to be unenforceable, illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms and Conditions, such provision (or part thereof) shall be fully severable and these Terms and Conditions shall be construed as if such unenforceable, illegal or invalid provision had never comprised a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the unenforceable, illegal or invalid provision or by its severance from these Terms and Conditions.
- 21.3 HLBB/HLISB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving the Customer prior notice and the Customer shall be bound by such variations, modifications, deletions or additions upon the date specified by HLBB/HLISB in such notice. In the event the Customer is not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, the Customer may terminate these Terms and Conditions in accordance with Clause 12.3. The Customer's continued access and/or use of the relevant HL Business Internet Banking Service to which the variation, modification, deletion or addition relates shall be deemed as the Customer's agreement and binding acceptance of the same.
- 21.4 All costs and expenses incurred by the parties in the preparation and negotiation of these Terms and Conditions shall be borne by the respective parties.
- 21.5 Nothing herein shall be affected by any change by amalgamation, reconstruction or otherwise in the constitution of HLBB/HLISB or of the Customer, and these Terms and Conditions shall be binding upon and ensure to the benefit of the successors-in-title and assigns of HLBB/HLISB and the permitted assigns and successors-in-title of the Customer.
- 21.6 Failure or delay by either party to insist in any instance on strict conformance by the other to any term of these Terms and Conditions or failure or delay by either party to act in the event of a breach shall not be construed as a consent to or waiver of any subsequent breach of the same or of any other term contained in these Terms and Conditions. A waiver is only effective if it is made in writing.
- 21.7 The Customer acknowledges and agrees that HLBB/HLISB may subcontract to third parties (including HLBB/HLISB's subsidiaries or related companies), the provision of HL Business Internet Banking (or any part thereof) and any matters relating thereto. HLBB/HLISB will remain responsible for the obligations performed by any of its subcontractors to the same extent as if such obligations were performed by HLBB/HLISB's employees. The Customer agrees that all its Instructions, covenants, representations, warranties, obligations, consents, acknowledgements, authorization and agreements made under and pursuant to these Terms and Conditions shall remain effective, valid and binding on the Customer notwithstanding that HLBB/HLISB's subcontractor provides HL Business Internet Banking (or any part thereof) on behalf of HLBB/HLISB.

### **22. JomPAY Bill Payment Facility**

HLBB/HLISB is a registered Participant under the Scheme. In the event HLBB/HLISB ceases or is no longer a Participant Bank, HLBB/HLISB shall notify the Customer through HLBB's/HLISB's website or in any other manner as HLBB/HLISB deems fit.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

The following terms and conditions will apply when the Customer uses the JomPAY Bill Payment Facility via HL Business Internet Banking to make payments and purchases to Participating Billers within Malaysia which are registered under the Scheme. For the purposes of this Clause 22, the term "Customer" shall mean Billers, Payers and other clients of a Participant.

### 22.1 Payments

22.1.1 The following information must be provided to HLBB/HLISB by the Customer when making payment via the JomPAY Bill Payment Facility:

- (a) Biller Code;
- (b) Ref-1;
- (c) Ref-2 (if stated in Payer's Bill) (optional);
- (d) Contact Number (optional);
- (e) Payment Date;
- (f) Amount; and
- (g) Account from which payment is to be debited.

22.1.2 HLBB/HLISB will then debit the account specified by the Customer with the amount of the Payment Instruction to the Participating Biller.

22.1.3 The Customer hereby acknowledges that HLBB/HLISB is not obliged to effect a payment if the Customer does not give HLBB/HLISB all information required or if any of the information given is inaccurate.

22.1.4 HLBB/HLISB will not accept orders to stop Payment Instructions once the Customer has instructed HLBB/HLISB to make the Payment Instructions except when:

- (a) HLBB/HLISB has reasonably concluded that the Payment Instructions were fraudulent or unauthorised; or
- (b) The Payment Instructions are future dated payments that HLBB/HLISB have not transmitted to IBG.

22.1.5 HLBB/HLISB will process all Payment Instructions in accordance with the following schedule:

- (a) Customer login to <https://www.hongleongonline.com.my/First/login.html> for bill payment.
- (b) To perform JomPAY, go to Payment Service. Click Bill Payment.
- (c) Under Biller Category, select JomPAY.
- (d) Enter the Biller Code, Ref 1, Ref 2 (if any), Contact No (optional), Payment Date and Amount (MYR).
- (e) Click 'Submit'.
- (f) Customer login to <https://www.hongleongonline.com.my/first/login.html> for bill payment.
- (g) Click 'Transaction Status & Auth' to view and approve the bill payment.

22.1.6 The Customer should notify HLBB/HLISB immediately if the Customer becomes aware that the Customer has have made a mistake (except for underpayment) when instructing HLBB/HLISB to make a payment, OR if the Customer did not authorise a payment that has been made from the Customer's account. Any recovery of funds for such payments shall be made in accordance with the terms set out in Clause 22.3 herein.

22.1.7 If the Customer later discover that the Payment amount is lesser than the amount stated in the Payment Instruction given to HLBB/HLISB, the Customer can make another Payment for the difference in the said amounts.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

22.1.8 For avoidance of doubt, no refunds will be made through JomPAY for disputes that the Customer may have with the Biller in relation to any goods or services provided by the Biller, whether in respect of fitness for purpose or quality of the goods and services and the Customer is to resolve all such disputes or complaints with the Biller directly.

### 22.2 Payment Cut-Off Time

22.2.1 If the Customer gives Payment Instructions to a Biller before the Payment Cut-Off Time for the Business Day, the Biller is deemed to have received payment on the same Business Day. However, the payment may take longer to be credited to a Biller if the Payer gives Payment Instructions after the Payment Cut-Off Time or on a day which is not a Business Day, in which event the Biller is deemed to have received Payment on the next Business Day.

22.2.2 The Payment Cut-Off Time shall be made available to the Customer at HLBB's website at [www.hlb.com.my](http://www.hlb.com.my) and HLISB's website at [www.hlisb.com.my](http://www.hlisb.com.my).

### 22.3 Recovery of Funds and Liability for Payments

22.3.1 HLBB/HLISB will rectify Mistaken Payment Instructions made by the Customer according to these Terms and Conditions provided the following conditions are satisfied:

- (a) the Customer immediately informs HLBB/HLISB that the Customer becomes aware of any delays or mistakes in processing Payment(s); and
- (b) HLBB/HLISB is satisfied that a Mistaken Payment Instruction has occurred.

22.3.2 Subject to Clause 22.3.1, HLBB/HLISB will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by the Customer, in the way described in this clause:

- (a) for misdirected payments, duplicated payments or incorrect Biller Code or incorrect RRN, HLBB/HLISB shall submit a request to recover funds to the Biller Bank that received the erroneous funds;
- (b) upon HLBB/HLISB's satisfaction that the error for incorrect amount payment is caused by the Biller, HLBB/HLISB shall carry out a Reversal to the Customer's account and submit a request to recover funds to the Biller Bank of the Biller for the error;
- (c) for payment that is not completed or failed at HLBB/HLISB's end, HLBB/HLISB shall credit back the amount of the failed payment upon HLBB/HLISB's satisfaction that the Payment Instruction failed and was not duly processed at HLBB/HLISB's end;
- (d) for payment that is not completed or failed at the Scheme Operator's end or the Biller Bank's end, HLBB/HLISB shall credit back the amount of the failed payment into the Customer's account before initiating a recovery of funds request.

22.3.3 Any request for recovery of funds made on the Customer's behalf for Mistaken Payments mentioned in Clause 22.3.2 or Erroneous Payments shall be processed in accordance with Clause 22.4 herein. Subject to Clause 22.4, HLBB/HLISB will work with the Affected Participant to request and recover the funds on the Customer's behalf.

22.3.4 All enquiries or complaints raised by the Customer regarding Mistaken Payment Instruction shall be resolved no later than fourteen (14) Business Days. All enquiries and complaints received after 5 pm on a Business Day would be deemed received at the start of the next Business Day.

22.3.5 HLBB/HLISB is entitled to debit the Customer's account (for recovery of funds), in the event HLBB/HLISB did not debit the Customer's account after Payment Instruction has been properly and successfully executed.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

22.3.6 Subject to Clause 22.4 herein (for requests of funds made by Payer Bank), HLBB/HLISB is entitled to debit the Customer's account for funds credited into the Customer's account due to the following payments made by persons other than the Customer:

- (a) Mistaken Payment Instructions;
- (b) Erroneous Payment Instruction;
- (c) Unauthorised Payment Instruction; and
- (d) Fraudulent Payment Instruction.

### 22.4 **Erroneous Payment Instruction/Mistaken Payment Instruction**

22.4.1 The Customer may request for recovery of funds that were incorrectly transferred to an Affected Bank Customer who is a non-Biller in the following manner:

- (a) Recovery of funds wrongly credited to an Affected Bank Customer who is not a Biller, of which request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLBB/HLISB shall proceed with the recovery of funds and remit the funds into the Customer's account within one (1) Business Days, if the following conditions are met:
  - i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
  - ii. There is sufficient balance in the affected account; and
  - iii. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
- (b) Recovery of funds wrongly credited to an Affected Bank Customer who is not a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLBB/HLISB shall proceed with the recovery of funds and remit the funds into the Customer's account within fifteen (15) Business Days, if the following conditions are met:
  - i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account;
  - ii. There is sufficient balance in the Affected Bank Customer's account; and
  - iii. There is no evidence that the Affected Bank Customer is entitled to the funds in question.
- (c) Recovery of funds wrongly credited to an Affected Bank Customer who is not a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLBB/HLISB shall proceed with the recovery of funds and remit the funds into the Customer's account within four (4) Business Days, if the following conditions are met:
  - i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
  - ii. There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
  - iii. The Affected Bank Customer has given its consent for HLBB/HLISB to debit his account.

22.4.2 Payment Instructions arising from fraud, which include but is not limited to:

- (a) Payment Instruction initiated or generated by a party that is not authorised to make the payment. This could occur if a party obtains unauthorised access to the Customer's payment channels and initiates Payment Instructions without authorisation from the Customer;

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (b) The Customer is misled into making a Payment Instruction that benefits a party other than the party intended by the Customer. This could occur if a Biller generates fake bills or a third party tampers with genuine bills to cause payments to be diverted; and
- (c) The Customer make a Payment Instruction to a fraudulent biller who does not deliver the goods and services for which the payment was made. This could occur if fraudsters enrol into the Scheme as Billers to fraudulently collect payments.

If HLBB/HLISB is responsible for Erroneous Payments described above, HLBB/HLISB shall reverse out all debits erroneously posted to the Customer's account.

22.4.2 The Customer may request for recovery of funds that were incorrectly transferred to an Affected Bank Customer who is a Biller in the following manner:

- (a) Subject to Clause 22.4.3 (b), if the request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction/Mistaken Payment Instruction, HLBB/HLISB shall proceed with the recovery of funds and remit the funds into the Customer's account within one (1) Business Days:
  - i. If the Affected Participant is fully satisfied that funds were erroneously credited to the Affected Biller;
  - ii. The funds have been credited to the Affected Biller's account;
  - iii. The Affected Biller has not acted on RTN;
  - iv. The RTN has not been delivered to the Affected Biller;
  - v. There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
  - vi. The Affected Participant shall give written notification to the Affected Biller before debiting its account.
- (b) If the funds have not been credited to the Affected Biller's account and that the Affected Biller has acted on RTN (has delivered goods or has provided services), the funds may not be fully recovered.
- (c) Recovery of funds wrongly credited to an Affected Bank Customer who is a Biller, of which request is received between twenty-two (22) Business Days and seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction, the recovery of funds shall be processed in accordance with Clause 22.4.1 (c) herein.
- (d) Recovery of funds wrongly credited to an Affected Bank Customer who is a Biller, of which request is received after seven (7) months from date of Erroneous Payment Instruction/Mistaken Payment Instruction; the recovery of funds shall be processed in accordance with Clause 22.4.1 (c) herein.

22.4.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment Instruction or Mistaken Payment Instruction cannot be recovered or fully recovered due to insufficient balance in the Affected Bank's Customer's account, it will be deemed an Unrecoverable Loss. For avoidance of doubt the party who is responsible for the error, caused the error, causing the incomplete or failed Payment is liable for the Unrecoverable Loss.

22.4.4 The Customer acknowledges that the receipt by a Biller of a Mistaken Payment Instruction or Erroneous Payment Instruction does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Customer and that Biller.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### 22.5 **Unauthorised Payment Instruction and Fraudulent Payment Instruction**

22.5.1 HLBB/HLISB shall upon receiving a report from the Customer, alleging that an Unauthorised Payment Instruction was made, or upon becoming aware of any Unauthorised Payment Instruction originating from HLBB/HLISB, remit the funds into the Customer account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- (a) HLBB/HLISB shall conduct an investigation and determine within fourteen (14) Business Days, if the Unauthorised Payment Instruction did occur;
- (b) If HLBB/HLISB is satisfied that the Unauthorised Payment Instruction did indeed occur, HLBB/HLISB shall initiate a Reversal process whereby all debits posted to the Customer's Account arising from the Unauthorised Payment Instruction would be reversed; and
- (c) The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

22.5.2 For Fraudulent Payment Instruction, HLBB/HLISB shall upon receiving report from the Customer alleging that a Fraudulent Payment Instruction was made, or becoming aware of any Fraudulent Payment Instruction originating from HLBB/HLISB, remit the funds into the Customer's account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:

- (a) HLBB/HLISB shall conduct an investigation and determine within fourteen (14) Business Days, if the Fraudulent Payment Instruction did occur;
- (b) If HLBB/HLISB is satisfied that the Fraudulent Payment Instruction occurred or fourteen (14) Business Days have lapsed, HLBB/HLISB shall initiate a Reversal process whereby all debits posted to the Customer's Account arising from the Fraudulent Payment Instruction would be reversed; and
- (c) The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

22.5.3 Notwithstanding the aforesaid, if the funds for any Unauthorised Payment Instruction or Fraudulent Payment Instruction cannot be recovered or fully recovered, it will be deemed an Unrecoverable Loss.

22.5.4 The Customer shall indemnify HLBB/HLISB against any loss or damage suffered due to any claim, demand or action brought against HLBB/HLISB arising directly or indirectly from negligent and fraudulent acts performed by the Customer.

### 22.6 **Payment Queries**

22.6.1 HLBB/HLISB shall, in good faith, attempt to settle all payment queries or disputes with the Customer arising in connection with the JomPAY Bill Payment Facility amicably by mutual agreement.

22.6.2 In the case of a dispute or conflict, the Customer is entitled to seek recourse via the industry mediation and arbitration bodies such as the Financial Mediation Bureau.

22.6.3 The Customer also has the right to lodge a complaint with the Scheme Operator if there are allegations of HLBB/HLISB's non-compliance to the JomPAY Scheme Rules. However, the Scheme Operator's review of such complaints shall be confined to:

- (a) Determination whether there has been non-compliance;
- (b) Stipulating remedies for Participants to correct or address the non-compliances; and
- (c) Determination if penalties are applicable for the non-compliance.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

22.6.4 All decisions rendered by the Scheme Operator in response to complaints from the Customer shall be binding on HLBB/HLISB.

### 22.7 Suspension

22.7.1 HLBB/HLISB may suspend the Customer's right to use the Scheme at any time in the circumstances specified in Clause 12 of these Terms and Conditions.

### 22.8 Biller Cannot Process Payment

22.8.1 If HLBB/HLISB is informed that payment by the Customer cannot be processed by a Biller, HLBB/HLISB will:

- (a) inform the Customer about this; and
- (b) credit the Customer's Account with the amount of the payment.

### 22.9 Account Records

22.9.1 The Customer must check the Customer's Account and immediately report to HLBB/HLISB as soon as the Customer is aware of any errors or of any payment(s) that the Customer did not authorise or the Customer thinks were made by someone else without the Customer's permission.

### 22.10 Inconsistency

22.10.1 In the event of any inconsistency between the Terms and Conditions and this Clause 22, the provisions of this Clause 22 shall prevail to the extent of such inconsistency.

## (B) SPECIFIC TERMS AND CONDITIONS OF HL CONNECTFIRST SERVICES

The following sets out certain terms, conditions and definitions that will apply to services that may be made available in HL ConnectFirst ("Specific Terms and Conditions"). In the event of any conflict or inconsistency between the Specific Terms and Conditions and the Terms and Conditions, these Specific Terms and Conditions shall prevail.

### 23. Hong Leong e-Fixed Deposit (FD) Account

The Hong Leong e-Fixed Deposit Account ("eFD Account") is a fixed deposit account which allows to be performed online via HL ConnectFirst.

#### 23.1 ELIGIBILITY

23.1.1 The eFD Account is only available for Customers who are holders of a Hong Leong Conventional Current or Savings Account ("CASA") and who have registered for HL ConnectFirst. The eFD Account is not available for joint Saving Accounts.

#### 23.2 ACCOUNT OPENING

23.2.1 An eFD Account can only be created by a Customer via HL ConnectFirst and the eFD Account will be linked to the CASA from which the first online fixed deposit ("eFD") placement is made ("Designated CASA").

23.2.2 Multiple placements of eFD into the eFD Account are allowed. However, placements can only be made via HL ConnectFirst between 7.00 a.m. and 11.00 p.m., seven (7) days a week, or during such hours as stipulated by HLB at HL ConnectFirst.

23.2.3 Placement of each eFD must be made for a period of between one (1) month to twelve (12) months or any other period and at such rate of interest to be determined by HLBB at any time.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- 23.2.4 The Customer shall place a minimum deposit of Ringgit Malaysia Five Thousand (RM5,000) for eFD with tenure of one (1) month or Ringgit Malaysia Five Hundred (RM500) for eFD with tenures of two (2) months or more for each eFD placement.
- 23.2.5 The maximum deposit amount per transaction is Ringgit Malaysia Two Hundred and Fifty Thousand (RM250,000). For placement via FPX transfer, the maximum deposit amount per transaction is Ringgit Malaysia Thirty Thousand (RM30,000) or the Customer's individual Internet Banking limit maintained with the relevant bank, whichever is lower.
- 23.2.6 The effective date of the eFD will be immediate i.e. on the same day if successfully placed via HL ConnectFirst.
- 23.2.7 No fixed deposit receipt will be issued. Upon successful placement, the HL ConnectFirstTransaction Receipt will be generated which will contain details of the placement transaction. Transactions in the eFD Account will also be reflected in the statement of account for the Source CASA.
- 23.2.8 All eFDs shall NOT be used as collateral to secure any credit facility granted to the Customer or any other third (3rd) party.
- 23.2.9 Interest earned on the eFD shall either be credited into the Source CASA and / or Designated CASA on a monthly basis or added to the eFD principal sum upon maturity, as selected by the Customer upon placement of the eFD.
- 23.2.10 In the event the eFD is uplifted prior to maturity, the following rules of Association of Banks in Malaysia ("ABM") shall apply:
- (a) No interest shall be paid on any eFD uplifted before the completion of three (3) months.
  - (b) In the event the eFD is uplifted in the fourth (4th) month onwards, Customers will receive fifty per cent (50%) of the contracted eFD interest earned for the completed months on the principal amount only.
- 23.2.11 Any paid interest shall be clawed back and deducted from the principal eFD amount upon withdrawal.
- 23.3 RENEWAL**
- 23.3.1 Customers are to select the renewal instruction for each eFD upon making the placement via HL ConnectFirst.
- 23.3.2 If the 'Auto Renewal' column is selected as 'Yes', the placement will be automatically renewed for the same tenure at the prevailing interest on the renewal date of the matured eFD.
- 23.3.3 If the 'Auto Renewal' column is selected as 'No', the placement will not be automatically renewed and will be automatically credited into the Source CASA and / or Designated CASA on the maturity date of the relevant eFD.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### 24. Hong Leong Online Fixed Deposit-i

The Hong Leong Online Fixed Deposit-i (eFD-i), is an Islamic fixed or term deposit account which allows account creation, placements and withdrawals to be performed online via HL ConnectFirst.

#### 24.1 Definitions & Interpretations

In this Clause 24, the following terms and expression shall have the meaning designated to them unless the context requires otherwise:-

**“Agent”** means HLISB which shall be appointed by the Customer(s) to do such acts on behalf of the Customer(s) under the Shariah principle of Wakalah Mutlaqah or Unrestricted Agency which is not restricted to any conditions and not confined to certain circumstances or time limit in accordance to the terms herein.

**“Commodity”** means goods or assets that are approved by the Shariah Committee of HLISB. The type of commodity to be purchased at HLISB’s sole discretion as the agent for the Customer(s) on the agreed price.

**“Commodity Trading Platform”** is a multi-commodity trading platform such as Bursa Suq Al Sila’ or any other commodity trading platform, which, facilitates Tawarruq transactions and has been approved by the Shariah Committee of HLISB.

**“Murabahah”** refers to a sale and purchase of a Commodity where the acquisition/purchase cost and the mark-up are disclosed to the purchaser.

**“Selling Price”** means the sum payable by HLISB to acquire the Commodity from the Customer(s) which shall comprise of the price of the Commodity and the profit.

**“Supplier”** means the commodity trader and/or supplier registered with the relevant exchange and/or any other parties acceptable to HLISB.

**“Tawarruq” or also known as “Murabahah (via Tawarruq arrangement)”** refers to an arrangement in accordance to HLISB’s deposit procedure where HLISB acting as an Agent shall purchase the Commodity on behalf of the Customer(s) upon receipt of monies from the Customer(s) for the price of the Commodity which is deemed as deposit in HLISB’s account. HLISB shall thereafter as an agent to the Customer(s) shall sell the commodity to the HLISB on Murabahah (cost plus) basis at the Selling Price which shall be paid to the Customer(s) upon maturity of the eFD-i. HLISB shall thereafter sell the Commodity to a third party on cash basis.

**“Trading Day(s)”** means the day(s) where the Commodity Murabahah transactions are executed from Mondays to Fridays except for the gazetted public holidays in Kuala Lumpur.

#### 24.2 Hong Leong Fixed Deposit-i (eFD-i) Accounts

24.2.1 This is a fixed or term deposit account based on the Shariah principle of Murabahah and Tawarruq which is known as Commodity Murabahah.

24.2.2 Any placement made under the eFD-i shall be in Ringgit Malaysia (“RM”) and the minimum sum prescribed for the corresponding tenure as may be determined by HLISB from time to time with prior notice.

24.2.3 The placement of deposit shall be effective on the date the placement is done.

24.2.4 A deposit slip detailing deposit placement can be downloaded and saved as a PDF file upon placement completion.

24.2.5 The Customer(s) must examine all entries in the statement of account and to immediately report to HLISB any error found therein. If Customer(s) does not, within fourteen (14) days after the receipt of statement of account, object to any entry therein the Customer(s) shall be deemed to have accepted the entries made up to the date of the last entry in the statement of account as correct and discharge HLISB from all liabilities.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- 24.2.6 The tenure of deposit shall range from one (1) to sixty (60) months as may be elected by the Customer(s) and determined by HLISB from time to time with prior notice. The acceptance and / or renewal of such placements, tenure(s) and rate(s) quoted for eFD-i is entirely at the absolute discretion of HLISB. Where any cheque(s) is deposited for a placement, and where the placement or renewal advice is issued to the Customer(s) it shall be subject to clearance of the cheque(s). The eFD-i account may not be assigned, transferred, pledged or charged as security unless written consent is given by HLISB.
- 24.2.7 The profit rate for eFD-i shall be determined by HLISB from time to time with prior notice.
- 24.2.8 HLISB may at the instruction of the Customer(s) pay the profit from the eFD-i account to the Customer(s) either on monthly basis or upon maturity of the tenure as the case may be.
- 24.2.9 HLISB shall pay the Customer(s):
- Profit at maturity for all tenures; and
  - For tenure of six (6) months and above, the profit amount to be received by Customer(s) is equivalent to the profit amount to be distributed for the month.
- 24.2.10 Commodity Murabahah transactions shall be executed on Trading Days.
- 24.2.11 If Customer(s) withdraws all or part of the deposits before the maturity date, the Customer(s) agrees to waive his right to claim the full Selling Price and HLISB is entitled to pay based on the following:
- (a) For tenure of deposits below three (3) completed months, early withdrawal is allowed with no Profit shall be paid to the Customer(s).
  - (b) For tenure of deposits three (3) completed months and above, early withdrawal is allowed with half of the accumulated Profit for the completed month(s) shall be paid to the Customer(s).
- 24.2.12 HLISB reserves the right to vary the rules specified above at any time or from time to time with twenty one (21) calendar days prior notice.
- 24.2.13 eFD-i allows partial withdrawal subject to a minimum of RM3,000 and in multiples of RM1,000 thereafter or any other amount to be determined by HLISB at any time or from time to time with twenty one (21) calendar days prior notice.
- 24.2.14 Request for Delivery of Commodity
- (a) Customer(s) have the right to request and take physical possession and delivery of the commodity subject to minimum requirements and comply with rules and regulations of the commodity trading platform provider.
  - (b) Request for delivery of Commodity can be done at any HLISB or HLBB branches during normal business hours; and
  - (c) The delivery arrangement is to be made between the Customer(s) and commodity trading platform provider at the Customer(s)' own costs.
- 24.2.15 The Customer(s) hereby agrees that HLISB's determination of any amount payable to the Customer(s) under eFD-i save for manifest error shall be final, conclusive and binding against the Customer(s). The Customer(s) must examine all entries in the placement advice, renewal advice and statement of account(s) and to immediately report to HLISB any error found therein. If the Customer(s) does not, within fourteen (14) days (or such other period specified by HLISB) after the receipt of the same object to any entry therein the Customer(s)

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

shall be deemed to have accepted the entries made in the placement advice, renewal advice and statement of account as correct and discharge HLISB from all liabilities.

- 24.2.16 Customer(s) agrees upfront that the tenure for the deposits shall be automatically renewed for the same tenure on maturity date based on the prevailing rate upon renewal unless written instructions from the Customer(s) is received by HLISB before maturity date. Customer(s) may visit HLISB's website at [www.hlisb.com.my](http://www.hlisb.com.my) to check out the latest prevailing rate.
- 24.2.17 For the purpose of Commodity Murabahah Transaction, the Customer(s) has agreed to appoint HLISB as the Agent for the purchase and sale of the Commodity without the utterance of offer and acceptance between seller and buyer, following the principle of bay'al-mu'atah (sale by conduct) in accordance with these Terms and Conditions.
- 24.2.18 The Customer(s) agrees that HLISB shall act only as the absolute and undisclosed Agent of the Customer(s) for the Commodity Murabahah transactions. Each sale and purchase contract in the Commodity Murabahah transaction is binding in nature and shall not be terminated unilaterally by any of the contracting parties.
- 24.2.19 HLISB, as the Customer(s)'s Agent shall look after the best interest of the Customer(s) and in good faith during the placement of the deposit or any renewal thereof, perform transactions to purchase the Commodity on cash basis ("Purchase Transaction") through purchase agreements, certificates and other instruments as fully as the Customer(s) could do himself/itself and to negotiate with the Supplier on behalf of the Customer(s) in relation thereto.
- 24.2.20 The Customer(s) hereby offers to sell the Commodity to HLISB upon constructive possession of Commodity through its Agent as proven by e-cert (or any other evidence of ownership) from the Supplier at an agreed Selling Price (cost plus markup) determined upon placement of deposit.
- 24.2.21 The Commodity will be sold on an "as is where is" basis without any representation or warranty in respect thereof and upon issuance of the purchase agreements, certificates and other instruments; the parties agree to waive the liability of the seller for any defect on the Commodity before entering into the sale and purchase contract. All risk shall pass to the purchaser and the seller shall be freed from any liabilities, responsibilities or obligations relating to the Commodity in any form or manner whatsoever. Any defects or non-delivery or any disputes whatsoever in relation to the Commodity shall not in any way affect or absolve the contracting parties obligations or undertakings hereunder.
- 24.2.22 HLISB hereby promise to purchase the Commodity from the Customer(s) upon constructive possession of Commodity through its Agent as proven by e-cert (or any other evidence of ownership) from the commodity trading platform at an agreed Selling Price (cost plus markup) determined upon placement of deposit.
- 24.2.23 The Customer(s) agrees to indemnify HLISB against
- (a) all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature which HLISB may sustain, suffer or incur as a result of acting as the Customer(s)'s Agent in the Commodity Murabahah transactions
  - (b) or for any breach of the Customer(s)'s obligations.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

except for any losses or damages for default, omission, negligence, breach of contract by HLISB.

24.2.24 In the event the Customer(s) is held liable by a court of competent jurisdiction for any damages notwithstanding the foregoing, the total amount of the Customer's entire liability shall not exceed the principal amount of the transaction involved which gave rise to the claim.

### 24.3 Exceptions for Online Fixed Deposit-i (eFD-i) accounts

24.3.1 The statement will not be sent to Customer(s) as it can be viewable via HL ConnectFirst.

24.3.2 Details of placement/renewal transaction is viewable on HL ConnectFirst. No physical placement/renewal advice will be sent to Customer(s).

24.3.3 The eFD-i placement is not allowed to be pledged as collateral to secure any financing/ credit facility.

## 25. Account Inquiry Services

25.1 The following types of services are available in HL ConnectFirst:

- Obtain Account details, balances and transactions history
- View and request for statement of Accounts and Tawarruq Statement
- Download GST Tax Invoices, Debit and Credit notes
- Download MT940 and MT942 Standard SWIFT statements

## 26. Cheque Management Services

26.1 The Customer(s) will be able to perform the following through HL ConnectFirst:

- Inquiry on the status of cheques
- Stop payment of issued cheques
- Perform for request for cheque books

## 27. Collection Services – Electronic Invoicing Presentment and Payment (“EIPP”)

27.1 The EIPP service available through HL ConnectFirst facilitates payments for invoices, invoice presentment as well as matching of invoices and payments.

27.2 The EIPP service may only be available to the Customer subject to the Customer's agreement to the following terms and conditions:

- (a) Both parties to the commercial transaction (“EIPP Transaction”) for which invoices and payments are to be made electronically through HL ConnectFirst must maintain an Account with HLBB/HLISB for which payments in respect of the EIPP Transaction are to be made and/or received;
- (b) The Customer and its biller/purchaser to a transaction shall be responsible for the creation and acceptance of the purchaser order and/or invoices in HL ConnectFirst. HLBB/HLISB shall not be responsible or liable for any errors, omissions and/or inaccuracies in such purchase orders and invoices which may result in a shortfall or excess in payment made and received between the Customer and its biller/purchaser;
- (c) All records of EIPP Transactions shall only be available for viewing/download through HL ConnectFirst for such period as determined by HLBB/HLISB from time to time with prior notice to the Customer from the date of the relevant EIPP Transaction;
- (d) All disputes relating to an EIPP Transaction, whether relating to the purchase orders, invoices and/or goods and services supplied under the EIPP Transaction shall be settled between the Customer and its biller/purchaser with no recourse to HLBB/HLISB; and

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (e) The Customer agrees to comply with HLBB/HLISB's policies and procedures in relation to the EIPP service.

### 28. Trade Financing Products and Services

- 28.1 All applications to utilise any Trade Financing Products and Services through HL ConnectFirst are subject to the approval of HLBB/HLISB and HLBB/HLISB has the absolute discretion to decline any application without giving any reason.
- 28.2 The terms and conditions of this Clause 28 shall be separate, in addition to and shall not affect any terms and conditions under any letters of offer, product terms, forms, facilities agreement, security documentation, agreements, indemnities and other relevant documents which also apply to the Trade Financing Products and Services.
- 28.3 For Trade Financing Products and Services, Customers will be able to view the following with the information being updated real-time:-
- Trade transaction history
  - Trade Facilities limits and utilisation
- 28.4 The following will be available for downloading by the Customer through HL ConnectFirst:
- Trade application forms
  - Tax Invoice/ Debit Note/ Credit Note
  - Incoming Document Inquiry

### 29. Treasury Products and Services

- 29.1 For Treasury Products and Services, only the latest information on Foreign Currency Exchange rates which are not limited to major currencies available for exchange at HLBB/HLISB shall be available for viewing. For more details, please visit any HLBB/HLISB branch.

### 30. Liquidity Management Services

- 30.1 All applications to utilise any Liquidity Management Services through HL ConnectFirst are subject to the approval of HLBB/HLISB and HLBB/HLISB has the absolute discretion to decline any application without giving any reason.
- 30.2 The terms and conditions of Liquidity Management Services contained herein shall be separate, in addition to and shall not affect any terms and conditions under any letters of offer, product terms, forms, facilities agreements, security documentation, agreements, indemnities and other relevant documents which also apply to the Liquidity Management Services.
- 30.3 The Liquidity Management Services will be automatically terminated if:
- (a) the Master Account is closed for any reason whatsoever;
  - (b) a Sub-Account is closed for any reason whatsoever, where such Sub-Account is the only remaining Sub-Account to which the Liquidity Management Services apply;
  - (c) the Customer terminates its relationship with HLBB/HLISB; or
  - (d) it becomes unlawful, no longer feasible and/or practicable (as shall be determined by HLBB/HLISB in its absolute discretion) for HLBB/HLISB to provide the Liquidity Management Services due to any change to or in the interpretation of any law, governmental order, rule, regulation or directive from any regulatory authority affecting the Liquidity Management Services.

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

### 30.4 Definitions and Interpretations

In this Clause 30, the following terms and expressions shall have the meaning designated to them unless the context requires otherwise:

<b>“Liquidity Management Service”</b>	means the Sweeping Service, the Notional Pooling Service or such other Service that HLBB/HLISB may designate in writing as a Liquidity Management Service;
<b>“Master Account”</b>	the concentration account either funds deficits or receives surplus cash swept from sub-accounts;
<b>“Notional Pooling Participating Entity”</b>	means any person participating in the same arrangement set-up for it in relation to the Notional Pooling Service;
<b>“Notional Pooling Service”</b>	shall have the meaning set out in Clause 30.5 (Notional Pooling);
<b>“Notional Pooling Structure”</b>	means a group of Accounts, each a Participating Account, which is organised in accordance with parameters and rules for Notional Pooling Service.
<b>“Participant Account”</b>	means an Account that is part of, is participating in or contributing to the group of Accounts that are affected by the Liquidity Management Service.
<b>Sub-Account</b>	means any account, belonging to the Customer or an entity within the Customer’s group of companies which is maintained with HLBB/HLISB and specified as a sub-account by the Customer.
<b>Sweep Transaction</b>	means a fund transfer in accordance with Clause 30.5.1
<b>Sweep Transfer Date</b>	means each Business Day on which a Sweep Transfer is due to occur in accordance with the Sweeping Services parameters setup.
<b>“Sweeping Participating Entity”</b>	means any person participating in the same arrangement set-up for it in relation to the Sweeping Service;
<b>“Sweeping Service”</b>	shall have the meaning set out in Clause 30.5
<b>“Sweeping Type”</b>	the following Sweeping types on each Participant Account may be selected by the Customer in the relevant application form: <ul style="list-style-type: none"><li>(a) Credit trigger -</li><li>(b) Debit trigger</li><li>(c) Percentage</li><li>(d) Range Based Target Balancing</li><li>(e) Sweep Transfer</li><li>(f) Target Balance</li><li>(g) Zero Balancing</li></ul>

### 30.5 Sweeping Service

30.5.1 Subject to and in accordance with the terms of this Clause 30.5 and the terms and conditions of Liquidity Management Services, HLBB/HLISB may, upon Customer’s request, offer the Customer the service (the “Sweeping Service”) whereby

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

HLBB/HLISB will on each Sweep Transfer Date effect one or more Sweep Transactions between the Master Account and a Sub-Account in the Customer's name or in the name of an entity within the Customer's group of companies by transferring:

- (a) to the Master Account, all or part of the credit balance on a Sub-Account; or
- (b) from the Master Account, sufficient funds to cover all or part of the debit balance in a Sub-Account,

so that the credit or debit balance of that Sub-Account in either case is then adjusted to equal or zero or such other pre-determined target balance in accordance with the Sweeping Type selected and authorised by the Customer.

30.5.2 HLBB/HLISB will determine the available balance on each Participant Account and pass the necessary transactions to meet the Sweeping Type for each Participant Account.

30.5.3 The Customer agrees that :

- (a) the Sweeping Service shall be limited to Participant Accounts in the same jurisdiction and same currency;
- (b) the Sweeping Service will only be carried out on Business Days;
- (c) HLBB/HLISB is hereby authorised to perform all necessary transactions to provide the Sweeping Services parameters setup for each Participant Account;
- (d) the Customer shall be responsible to ensure that sufficient balances or limits are available in the Participant Accounts to comply with the different Sweeping Services parameters setup for the Participant Accounts;
- (e) the Customer shall be responsible for any debit balance, overdraft used or created, and any fees, commissions or charges related thereto as a result of any Sweeping instruction;
- (f) Sweeping Services between different legal entities may constitute or be construed to be inter-company loans and will be solely responsible for any regulatory, tax or reporting implications as a result thereof; and
- (g) if HLBB/HLISB suspects or becomes aware of any legal or regulatory action which may affect any cash or a Participating Account, HLBB/HLISB may suspend the Sweeping Service until such legal or regulatory action has been resolved to the satisfaction of HLBB/HLISB.

30.5.4 The Customer may at any time, request HLBB/HLISB to :

- (a) add any Account to be a Participant Account, including an account maintained with HLBB/HLISB by an entity within the Customer's group of companies;
- (b) remove, delete or suspend a Sub-Account or Participant Account by giving HLBB/HLISB not less than 15 Business Days' written notice; and
- (c) amend any Sweep Instruction, Sweeping Type or accept additional instructions relating to the Sweep Instructions and/or Sweeping Type by giving HLBB/HLISB not less than 15 Business Days' written notice.

30.5.5 HLBB/HLISB will not be responsible for any loss or damage that any Sweeping Participating Entity may suffer or incur if:

- (a) the Sweeping Service is used in a way or for a purpose which is not recommended, authorised or intended by HLBB/HLISB;
- (b) the Sweeping Service is used in a way which contravenes any law or regulation in any relevant jurisdiction; and/or

## TERMS AND CONDITIONS FOR HONG LEONG BUSINESS INTERNET BANKING

- (c) any failure or delay in effecting a Sweeping Instruction is due to a Sweeping Participating Entity's failure or delay in performing its obligations under these Liquidity Management Services terms and conditions.

### 30.6 Notional Pooling

30.6.1 Subject to and in accordance with the terms of this Clause 30.6 and the terms and conditions of Liquidity Management Services, HLBB/HLISB may, at the Customer's request, offer the Customer the service whereby HLBB/HLISB transfers and/or consolidates (on a notional basis) available funds with or without overdraft limits across Participant Accounts in a Notional Pooling Structure are considered, without involving the physical transfer of funds, for the purpose of enhancing or optimising debit or credit interest ("Notional Pooling Service").

30.6.2 The Customer agrees that :

- (a) the Notional Pooling Service shall be limited to Participant Accounts in the same jurisdiction and same currency;
- (b) HLBB/HLISB is not obligated to include any Participant Account in a Notional Pooling Structure if that Participant Account is overdrawn beyond any agreed overdraft limit or is otherwise not in compliance with any of HLBB/HLISB's terms and conditions governing such Participant Account;
- (c) HLBB/HLISB is not obligated to deem any debit or credit transaction on a Participant Account has been made before such debit or credit has in fact been successfully completed in the Participant Account;
- (d) Credit interest shall only be given by HLBB/HLISB and applied to the relevant Participant Account where such credit interest has been agreed and approved in writing by HLBB/HLISB;
- (e) Where any credit interest has been agreed and approved by HLBB/HLISB, HLBB/HLISB reserves the right to modify or remove such credit interest:
  - i. If the Customer has failed to meet any required balances and/or any other commitments to HLBB/HLISB in exchange for such credit interest;
  - ii. If the Participant Accounts have been removed or added to any agreed Notional Pooling Structure has been modified in any way affecting the interest calculation; and/or
  - iii. At any time by giving at least thirty (30) calendar days to the Customer,
- (f) HLBB/HLISB shall calculate credit interest only on the available balance on each Participant Account not including any uncleared funds;
- (g) if HLBB/HLISB suspects or becomes aware of any legal or regulatory action which may affect any cash or a Participating Account, HLBB/HLISB may suspend the Notional Pooling Service until such legal or regulatory action has been resolved to the satisfaction of HLBB/HLISB.

30.6.3 The Customer may at any time, request HLBB/HLISB to :

- (a) add any Account to be a Participant Account including an account maintained with HLBB/HLISB by an entity within the Customer's group of companies ;and
- (b) remove, delete or suspend a Participant Account by giving HLBB/HLISB not less than thirty (30) calendar days written notice; and

\*\*\*\*\*