

TERMS AND CONDITIONS

The following sets out the terms and conditions upon which Hong Leong Bank Berhad (193401000023 (97141-X)) (“**HLB**”) and Hong Leong Islamic Bank Berhad (200501009144 (686191-W)) (“**HLISB**”, which together with HLB shall be known as the “**Bank**”) will provide to you fund transfer services vide Overseas Transfer (“**OT**” or the “**Service**”) on its internet/electronic banking platform, which is currently known as HLB Connect (“**Terms and Conditions**”).

These Terms and Conditions are also to be read together with the Terms & Conditions for the use of HLB Connect (“**Connect T&Cs**”). These Terms and Conditions shall prevail to the extent of any conflict and discrepancy between these Terms and Conditions and the Connect T&Cs.

1. The following terms and expressions carry the meanings assigned to them as follows unless the context otherwise requires:

Terms / Expressions	Meaning
“Applicant”	Means the customer who uses the OT service
“Appropriate Authority”	Means any government or taxing authority.
“HLB Connect”	<p>The internet/electronic banking facilities and/or services provided by the Bank by whatever name designated, for you to perform banking services, including OT via the internet by electronic means via the use of a personal computer terminal or other electronic device (including mobile devices).</p> <p>For the purpose of these Terms and Conditions, references to HLB Connect shall mean and include reference to the following as the context may require:</p> <ul style="list-style-type: none"> a) HLB Connect Online Banking, which may be accessed by you through the internet using personal computers or other electronic device (including mobile devices); and b) HLB Connect App, which is a mobile application which may only be accessed by you using your mobile device.
“Privacy Notice”	HLBB/HLISB’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLBB / HLISB. These policies and principles may be amended from time to time and is made available at the HLBB / HLISB Websites respectively.
“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 other taxes by whatever name called, and any interest/profit, fines or penalties/compensation in respect thereof.

2. The Bank shall be at liberty to appoint any agent, sub-agent or correspondent in affecting or executing the Service and the Applicant consents to the Bank disclosing the Applicant’s details and/or information pertaining to the OT to the agent, sub-agent or correspondent appointed by the Bank to process such OT.

3. Applications shall be irreversible and irrevocable once delivered to the Bank unless otherwise permitted by the Bank. Applications for the Service received after the stipulated cut-off time will be held over until the next banking day. The provision of the Services would also be held over until the next banking day if it is a non-banking day in the Federal Territory of Kuala Lumpur. The turn-around time for OT is between minutes to five (5) banking days, depending on and not limited to the disbursement correspondents or agents, geographical address of the beneficiary and disbursement method
4. Only after the Bank receives a written confirmation of effective cancellation of the OT from its correspondent or agent and an acceptable letter of indemnity from the Applicant, refunds shall be made only in Ringgit Malaysia (“**RM**”) and if the funds are in foreign currency, such funds will be converted to RM at the Bank’s buying rate for such foreign currency at the time of refund, less any cost, interests/profits, charges and expenses resulting from such currency conversion. Applicants are advised to regularly check on the status of the refund on HLB Connect. The Bank will contact the Applicant based on the telephone numbers updated in the Bank’s system should such need arise, and the Applicant is responsible for ensuring that its contact details are updated, accurate and complete.
5. All costs and expenses incurred in respect of any amendment, reversal, cancellation and/or refund in relation to the OT shall be solely borne by the Applicant.
6. Notwithstanding any provisions herein contained, The Bank may reject any application submitted to the Bank with notice to the Applicant.
7. The Bank shall be entitled to impose service fees and other charges for the Service. The Bank reserves the right to vary such service fees and charges at any time and from time to time by giving twenty-one (21) days’ notice to the Applicant
8. The Applicant shall ensure that all information provided pursuant to OT are accurate and correct. The Applicant shall provide to the Bank immediately any information or supporting documents relating to the purpose of the OT upon request. If Applicant failed in providing or provided incorrect information or supporting documents, the Bank reserves the absolute right to reject the application submitted.
9. The Bank shall not be liable to the Applicant or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage howsoever arising whether by way of omission, negligence, any breach of contract or otherwise and whether or not the Bank has been advised of the same for any of the following:
 - (a) for any misdescription or error (including incorrect name(s) or account number(s) or amount of the application(s) in any information provided to the Bank);
 - (b) in the event the OT is delayed, failed or otherwise interrupted due to reasons beyond the Bank’s control including but not limited to fire, earthquake, landslide, flood, epidemic, natural catastrophe accident, riots, civil disturbance, industrial disputes, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure or beyond the control of the Bank

Notwithstanding the above, in the event the Bank is found liable, the Bank’s entire liability for any such demands, claims or actions shall not exceed the amount of the OT application involved which gave rise to the claim.

10. The Applicant undertakes to reimburse and pay to the Bank upon the Bank’s written demand, for all claims, demands, action proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred and suffered by the Bank in connection with or in any manner arising out of executing the Applicant’s application in relation to OT or breach by the Applicant of any of these Terms and

Conditions. The liabilities of the Applicant shall be a continuing liability and will remain in full force and effect until the liability, if any, of the Bank is fully discharged.

11. In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013, the Applicant irrevocably authorizes and permits The Bank, its officers and employees to disclose and furnish all information concerning the remittance, present and future remittances of the Applicant and any other matters relating to the Applicant or its business and operations to:
 - (a) other financial institutions granting or intending to grant any credit facilities to the Applicant, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;
 - (b) any current or future corporation which may be associated with or related to the Bank (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of The Bank's holding company;
 - (c) the security parties or any party intending to provide security in respect of the remittance;
 - (d) the Bank's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
 - (e) the Bank's professional advisers, service providers, nominees, agents, contractors or third-party service providers who are involved in the provision of products and services to or by the Bank and its related or associated companies.
12. The Bank reserves the right to amend, add to, delete or vary any or all of these Terms and Conditions and/or vary or terminate all or any part of or scope of the Services at any time and from time to time by giving you prior notice, which shall take effect upon the date specified by the Bank in such notice.
13. The Applicant is required to be aware of any sanctions imposed on any countries/organizations where he/she wishes to send funds to or receive funds from as well as the laws and regulations of Malaysia as well as the country where the transaction is effected or requested. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanction(s) or any laws or regulations, the Bank will not be held liable for such delay/block/holding.
14. The Applicant has read the Bank's Privacy Notice and agree that all personal data provided to the Bank by the Applicant and/or acquired by the Bank from the public domain, as well as personal data that arises as a result of the provision of services to the Applicant will be subject to such Privacy Notice as may be varied from time to time. The Applicant hereby agrees and authorizes the disclosure of the Applicant's name and other contact details to companies within the the Bank and/or Hong Leong Financial Group Berhad group of companies for marketing and promotional purposes. Copies of the Privacy Notice are available upon request or from the Bank's website (www.hlb.com.my and/or www.hlisb.com.my)
15. The Applicant hereby represents and warrants that the Applicant has obtained the consent of all persons named in the Applicant's application for the remittance or such other document submitted to the Bank in support of such application and/or their authorized representatives, including not limited to the Applicant's directors, shareholders, authorized signatories or such other persons as specified by The Bank ("**Relevant Data Subjects**"), for The Bank's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with the Bank's Privacy Notice as may be amended from time to time.
16. Any notices required to be given by the Bank to you under these Terms and Conditions may be given in any of the following manner: -
 - (a) by electronic mail to your last known e-mail address in HLBB's / HLISB's records and such notices shall be deemed to be received after twenty-four (24) hours from transmission; or
 - (b) by SMS to your last known mobile phone number in HLBB's / HLISB's records, and shall be deemed to be received within twenty-four (24) hours from transmission; or

- (c) by ordinary post or registered post or courier sent to or left at your last address registered with HLBB / HLISB and shall be deemed received by you within seven (7) Business Days from posting if sent by ordinary or registered post and within two (2) Business Days from sending if sent by courier; or
 - (d) by displaying the notices at HLBB's/HLISB's branch premises or on HLBB's/HLISB's website and such notices shall be deemed effective upon such display; or
 - (e) by way of advertisement or general notice in one major national newspaper and the notice shall be deemed to be effective from the date of such notice or the date specified in the notice, as the case may be.
17. The service fees and charges and all other monies to be paid by Applicant to the Bank under this Agreement, including any amount representing reimbursements to be paid by Applicant to The Bank, 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.
18. In the event the Applicant is required by law to make any deduction or withholding from the service fees and charges and/or all other monies payable the Bank under this Agreement in respect of any Tax or otherwise, the sum payable by Applicant in respect of which the deduction or withholding is required shall be increased so that the net service fees and charges and/or the net amount of monies received by The Bank is equal to that which The Bank would otherwise have received had no deduction or withholding been required or made.
19. The Applicant shall in addition to the service fees and charges and all other monies payable, pay to the Bank all applicable Tax at the relevant prevailing rate and/or such amount as is determined by the Bank 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 Applicant directly to any Appropriate Authority, which the Applicant shall remit directly to the Appropriate Authority.
20. If at any time an adjustment is made or required to be made between the Bank 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 this agreement by The Bank, a corresponding adjustment may at The Bank's discretion be made as between The Bank and Applicant and in such event, any payment necessary to give effect to the adjustment shall be made.
21. All Tax as shall be payable by the Applicant to The Bank as herein provided shall be paid at such times and in such manner as shall be requested by The Bank.
22. The Applicant hereby agrees to do all things reasonably requested by The Bank to assist The Bank 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 this Agreement, the Applicant agrees to provide its fullest cooperation to The Bank in assisting The Bank in complying with its obligations under the relevant laws.
23. 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 this agreement has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

24. Important Notice:

You are advised to read and understand Bank Negara Malaysia's Foreign Exchange Notices ("FEN") at <http://www.bnm.gov.my> and ensure all activities performed pursuant to OT comply with the FEN at all times.

If you have any enquiries regarding the terms and conditions, please email us at hlonline@hlbb.hongleong.com.my