

Terms and Conditions for Hong Leong Connect Online Banking & Mobile Banking

For Personal Digital Banking Services

Your use and access to the **Hong Leong Connect** Online Banking and Mobile Banking Services (“**Connect**”) shall be subject to the following Terms and Conditions.

1.0 General

The following sets out all **Connect** services which are supported by online banking to applications on handheld electronic devices such as smart phones and/or tablet and made available by Hong Leong Bank Berhad (“**HLBB**”) or Hong Leong Islamic Bank Berhad (“**HLISB**”) to you subject to the terms and conditions herein contained.

2.0 Definitions and Interpretation

2.1 Definition

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

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| “Account” | Means the banking account or accounts (including credit card, loan/financing accounts and investment accounts) which you have or may have with HLBB/HLISB linked to Connect at any time and from time to time and Accounts shall refer to one or more accounts as the context shall require. |
| “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, content or information on Connect from time to time. |
| “Approved Communication Channel” | means the communication channels (including but not limited to the telephone, computer or any electronic means as may be approved by HLBB/HLISB from time to time and which requires authentication with the requisite security codes prescribed for the respective communication channel) which you may use to issue Instructions to HLBB/HLISB. |
| “Appropriate Authority” | means any government or taxing authority. |
| “ATM” | means “Automated Teller Machine”, which is an electronic terminal installed by HLBB/HLISB or any member of the MEPS Consortium for you to perform your banking transactions. It accepts ATM/Debit Card or any other cards approved for use on the ATM by HLBB/HLISB. |
| “ATM Card” | is a payment card issued to you by HLBB/HLISB which enables you to perform banking transactions at any ATM and point-of-sales terminal. |
| “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. |
| “Batch Payment” | means payments made to one or more Billers by grouping and bundling individual Payment Instruction(s) and collectively transmitting these Payment Instruction(s) at scheduled times. |

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| ”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. |
| “Bill Payment” | means the payment of bill, policy, e-commerce purchases which may be made by you to the Payee Corporation(s) through Connect or to Billers by using the JomPAY Bill Payment facility through Connect . |
| “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: <ul style="list-style-type: none"> • a Biller; or • a Biller’s product or service category for purposes of routing Payments to the Biller. |
| “Bulk Bill Payment” | means a single payment request made to more than one Favourite Payee Corporation via Connect by grouping and bundling the individual favourite billers before proceeding to make payment. The payment will be transmitted directly to the individual Payee Corporations through Connect or to Billers via using the JomPAY Bill Payment facility. The total amount from all the bills payment made will be deducted from the Connect users’ account and reflected in the transaction history for successful transactions. |
| “Business Day” | means a day on which HLBB/HLISB is opened for business in West Malaysia and East Malaysia, as the case may be, except for public and bank holidays. |
| “CAPTCHA Code” | means "Completely Automated Public Turing test to tell Computers and Humans Apart", which is part of Connect’s online security to gain access to Connect. |
| “Card PIN” | is a 6-digit numeric personal identification number chosen by you for an ATM/Debit Card/Credit Card issued to you under your Account. It is required when you perform any banking transactions at the ATM or, in the case of Credit Cards, when PIN verification is required for Credit Card transactions at point-of-sale (POS) terminals and cash advance withdrawals at the ATM. |
| “ATM Withdrawal Code” | means a list of numeric digits provided by the Bank to you after every successful request for a ATM Withdrawal transaction(Previously known as Cardless Withdrawal) transaction through Connect . It authorizes you to access any HLBB/HLISB ATM terminal for ATM Withdrawal transaction. |
| “ATM Withdrawal transaction” | means the service that allows the withdrawal of cash from your registered HLBB/HLISB banking account at a HLBB/HLISB ATM terminal via Connect app without the use of your ATM Card or Debit Card. |
| “Activate Card” | means a service available on Connect Online that allows Connect users to activate their new Hong Leong bank credit card. |
| “Balance Transfer” | means a credit card product available on Connect Online and Connect Mobile that enables you to apply for cash to pay for your credit card balance with another bank. |

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| “Call for Cash” | means a credit card product available on Connect Online and Connect Mobile that enables you to apply for cash withdrawal from your Hong Leong Bank credit card into your savings or current account. |
| “Collection Code” | means a list of numeric digits provided by the Bank to you after every successful Pay Mobile (previously known as PEx-Payment Express) transaction and it is your responsibility to disclose the Collection Code to the Payee of the Pay Mobile transaction only during fund collection. |
| “Connect Biometric Authentication” | <p>means the service which:</p> <ul style="list-style-type: none"> (a) is only available for customers using selected smartphones which are not jailbroken iOS devices, i.e. iPhone 5s and above, which employs either : <ul style="list-style-type: none"> (i) Apple’s Touch ID as its fingerprint recognition software or non-rooted Android fingerprint scanner enabled devices, i.e. limited to Samsung Galaxy S6 and above or Apple devices running on OS 8.0 and above (“Mobile Device”); and (ii) Apple’s Face ID as its facial recognition software; and (b) enables you to gain access to Connect by using either : <ul style="list-style-type: none"> (i) your fingerprint which has been stored on your Mobile Device (“Fingerprint”) ; or (ii) your facial identification which has been stored on your Mobile Device (“Face”) <p>as a simplified sign-in option, and your Fingerprint or Face, as the case may be, together with the Authentication (as defined in Clause 5.9.2 (a) herein) shall form one of your Security Codes by which HLBB/HLISB identifies you for the purpose of enabling you to transact through Connect.</p> |
| “Connect Online” | means the Connect internet banking services provided by HLBB/HLISB to enable you to perform banking transactions on these Terms and Conditions with the use of a personal computer terminal or any electronic device through the internet browser with the Security Codes; and include the services as may be supplemented, varied or withdrawn by HLBB/HLISB at any time, and from time to time. |
| “Connect Mobile” | means the mobile banking app services provided by HLBB/HLISB to be downloaded onto your smart phone, tablet or such other electronic devices (if capable of supporting such mobile banking app service) to enable you to perform banking transactions on these Terms and Conditions through the internet connectivity with the Security Codes; and include the services as may be supplemented, varied or withdrawn by HLBB/HLISB at any time, and from time to time. |
| “Connect Pre-Login Access Services” | <p>means the following services available in the Connect Mobile apps or such other services as may be added, supplemented or withdrawn by HLBB/HLISB at any time and from time to time, which are accessible by using Connect Pre-Login :</p> <ul style="list-style-type: none"> (a) Transaction Signing (b) ATM Withdrawal (c) Scan & Pay (d) Loan Calculator (e) FX Rates (f) Link Up (g) FAQ |

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| | (h) Customer Support |
| “Credit Card” | means the credit card(s) which may be issued by HLBB/HLISB to you from time to time. |
| “Customer or you” | means the person who is registered with HLBB/HLISB for Connect . |
| “Debit Card” | means the VISA/ MasterCard Debit Card issued to you by HLBB/HLISB which enables you to perform banking transactions at any ATM and make retail purchases online/offline. |
| “Designated Website” | means the website owned by the Designated Website Merchant through which Scan & Pay Transactions may be made in respect of purchases of goods and/or services at the website. |
| “Designated Website Merchant” | means the owner and operator of the Designated Website. |
| “Erroneous Payment Instruction” | means a Payment Instruction that is initiated wrongly or is incorrect as follows: <ul style="list-style-type: none"> • 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; • Technical or operations errors at the Scheme Operator that results in incorrect or duplicated Payment Instructions; and • Mistaken Payment Instruction which is directed to the wrong Billers/Payers, contains incorrect recipient reference numbers, carries the wrong amount, or is duplicated. |
| “e-Fixed Deposit” | means the Hong Leong e-Fixed Deposit Account (“eFD”) which allows account creation, placement and withdrawal of the fixed deposit maintained with HLBB to be performed online via Connect in accordance with the eFD Terms and Conditions, as may be amended from time to time. |
| “e-Fixed Deposit Islamic” | means Hong Leong Online Islamic Fixed Deposit-i (“eFD-I”) which allows account creation, placement and withdrawal of the term deposit maintained with HLISB to be performed online via Connect in accordance with the eFD-i Terms and Conditions, as may be amended from time to time. |
| “e-Wasiat / e-Will Application” | means the online submission of Wasiat / Will Application Form and Basic Wasiat / Will Document. |
| “FAQ” | means the Frequently Asked Questions pertaining to registration and banking transaction matters through Connect . The FAQ is available on Connect ’s website at www.hongleongconnect.my and Connect Mobile. |
| “First Time Registration” | means the enrolment to Connect which enables you to access your banking accounts through internet with the Security Codes defined and verified by you during the registration process. |
| “Flexi Payment Plan” | means a credit card product available on Connect Online and Connect Mobile that enables you to apply to convert a certain amount of your Hong Leong Bank’s credit card existing balance into a plan with a fixed installment for a specific period of time in order to enjoy lower interest. |
| “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 |

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| | participating financial institutions, subject to relevant terms and conditions. |
| “Fraudulent Payment Instruction” | means a payment which has been induced by dishonest or fraudulent means and which the 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. |
| “FRNID” | means Floating Rate Negotiable Instrument of Deposit. |
| “Fund” | means any investment company, unit trust, mutual fund or other collective investment schemes whose investments may be offered to the public in Malaysia for subscription or purchase and which are distributed by or made available through HLBB/HLISB. |
| “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 Same Day Cut-Off Time” | means the deadline on a Business Day whereby funds from a Payment Instruction: <ul style="list-style-type: none"> • Initiated before this deadline would be credited on the same Business Day • Initiated after this deadline would be credited on the next Business Day |
| “Inquire / Redeem Rewards Points” | means a service available on Connect Online that allows Connect Online users to check their rewards points with Hong Leong bank credit card (s) and request to use the rewards points to redeem items from Hong Leong Bank credit card rewards catalogue. |
| “Instant Transfer” | means immediate transfer of fund or payment to non-Hong Leong Bank recipient using MEPS’s Instant Transfer service. |
| “Instructions” | means any instruction given by you to HLBB/HLISB using the Security Codes through Connect or through any Approved Communication Channel. |
| “Internet” | means the global network of computers and telecommunications systems, which facilitate communication. |
| “Interbank GIRO or IBG” | Means an interbank payment and funds transfer system that facilitates payments and collections via the exchange of digitized transactions between banks. |
| “Investment” | means any unit, sub unit, share, stock or other securities in any Fund and, where the context so requires, any instrument evidencing ownership thereof or representing rights to receive, purchase or subscribe for the same, or evidencing or representing any other rights and interest therein. |
| “Investment Account” | means the investment account held by you and maintained with HLB in accordance with the relevant Investment Services Agreement, as may be amended from time to time. |
| “Investment Account-i” | means an account held by your and maintained with HLISB in accordance with the relevant Investment Account-i product terms and conditions, under which money/principal is placed and accepted for the purposes of investment, including for the provision of finance, in accordance with Shariah on term that there is no express or implied obligation to repay the money in full and: <ol style="list-style-type: none"> a) either only the profits, or both the profits or losses, thereon shall be shared between the person paying the money as the |

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| | capital provider and the person accepting the money as the fund manager; or b) with or without any return. |
| “JomPAY Brand” | means the brand, icon, logo and marks for the JomPAY Scheme. |
| “Malware” | means computers viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes. |
| “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 telecommunication network service providers providing mobile phone services. |
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| “Negotiable Instrument of Deposit” | means a negotiable instrument issued by HLBB certifying that the principal amount of investment has been deposited with HLBB for a specified tenure at a specified interest rate and such other specific terms as may be prescribed by HLBB in the relevant term sheet and deposit confirmation in accordance with the relevant terms and conditions applicable thereto. |
| “Network Service Provider” | means any internet service provider or commercial online service provider providing connection to the Internet. |
| “Notify Overseas Travel” | means a service available on Connect Online that allows Connect users to notify the bank of their impending credit card usage overseas to prevent unnecessary |
| “Online Transactions” | means the transfers and payments made from your HLBB/HLISB banking account through Connect . |
| “Open Fund Transfer” | means the transferring of funds from your HLBB/HLISB savings or current account to a third party HLBB/HLISB banking account or banking account in another bank, which is not already listed in your list of Favourite Accounts, in relation to Connect Mobile users. |
| “Other Account Transfer” | means the transferring of funds from your HLBB/HLISB savings or current account to a third party HLBB/HLISB banking account or banking account in another bank. |
| “Own Account Transfer” | means the transferring of fund from your HLBB/HLISB savings or current account to your other HLBB/HLISB banking account. |
| “Participant” | means a Bank that is a member of the Scheme. |
| “Password” | means a list of alphanumeric characters created by you during First Time Registration or to Reset Connect . It is required by HLBB/HLISB to identify your Security Codes before granting you access to Connect . |
| “Payee” | means the identified recipient of a PEx Payment with a Malaysian registered mobile phone number. |

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| “Payee Corporation(s)” | means the companies or corporations whose bill, policy or e-commerce purchases can be paid by you through Connect and includes any company or corporation included or substituted by HLBB/HLISB at its absolute discretion at any time and from time to time. |
| “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-not-present” | means a Payer who is not physically present during the transaction initiation process. |
| “Payer Bank” | means a Participant in the Scheme who offers services that allow Payers to initiate Payment Instructions. |
| “Payment Instruction” or “Payment” | means 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. |
| “Pay Mobile” | means Payment to a mobile number, a service by which you request HLBB/HLISB to make available a payment for the Payee to collect via Pay Mobile ATM Collection. |
| “Pay Mobile ATM Collection” | means the withdrawal of a Pay Mobile Payment at a HLBB/HLISB ATM terminal by the Payee. |
| “Pay Mobile Payment” | means a transaction for the transfer of funds by you from your account maintained with HLBB/HLISB to a Payee using the Pay Mobile service. |
| “Pay Mobile PIN” | means a list of numeric digits provided to the Payee by HLBB/HLISB to authorize him/her to access any HLBB/HLISB ATM terminal for Pay Mobile Payment collection. |
| “PayNet” | means Payments Network Malaysia Sdn Bhd |
| “Request Card Replacement” | means a service available on Connect Online that allows Connect users to request for credit card replacement for damaged or lost/ stolen Hong Leong Bank credit card (s) |
| “Request Increase In Credit Limit” | means a service available on Connect Online that allows Connect users to request for temporary or permanent increase in their Hong Leong Bank’s credit card limit. |
| “Salary Advance Loan / Financing-i” | means loan or financing-i product available on Connect Online that enables you to apply for personal loan to be reimbursed into your HLB or HLISB CASA that is used for your monthly salary crediting. |
| “Scan & Pay” | means the mobile point of sale service which allows you to conduct payment transaction through Connect Mobile application on a smart phones and/or tablet at a Scan & Pay Terminal or via a Designated Website. |
| “Scan & Pay Merchant” or “Designated Website Merchant” | means the merchant that is registered with HLBB/HLISB to provide the acceptance of Scan and Pay Payment Service as a means of payment under this Agreement. |
| “Scan & Pay Payment Merchant Software” | means the software solution for the Scan & Pay Payment Terminal to which the intellectual property rights to the software and the |

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| | architecture belongs to HLBB/HLISB or such other person as may be specified by HLBB/HLISB at all times. |
| “Request Mobile” | means a request sent by a Connect Mobile user (“Requestor”) to another Connect Mobile user (“Recipient”) in order to request the Recipient for a Payment to be made to the Requestor. |
| “Scan & Pay Terminal” | means a terminal used to handle all Scan & Pay Transactions at the Scan & Pay Merchant, which expression shall include the Scan & Pay Merchant’s mobile devices which have been installed with the Scan & Pay Payment Merchant Software by HLBB/HLISB and/or its authorised representatives for use in accordance with HLBB/HLISB’s terms and conditions. |
| “Scan & Pay Transaction” | means when you use the Scan & Pay Payment Service to make payment for goods/services provided by the Scan & Pay Merchant. |
| “Scan & Pay Transaction Invoice” | means an invoice containing all necessary information with regard to a Scan & Pay Transaction in form and substance approved from time to time by HLBB/HLISB in accordance with HLBB/HLISB’s requirements that is produced when the Customer uses the Scan & Pay Payment Service to make payment for goods/services. The Scan & Pay Transaction Invoice will be displayed on your smartphone or such other electronic device and a Short Messaging Service (“SMS”) notification confirming the Scan & Pay Transaction will also be sent to you. |
| “QR Code” | means quick response code which is a barcode having black patterns arranged in a square box format in a white background, which can be used for the purpose specified in a particular software programme. |
| “Privacy Policy” | means 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 as may be amended from time to time and made available at the HLBB/HLISB websites respectively or in such manner as HLBB/HLISB deems appropriate. |
| “Real-time Notification” or “RTN” | means 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. |
| “Reload Services” | means the top-up of prepaid card, mobile or any means of prepaid telecommunication channel services which may be made by you through Connect. |
| “Reset Connect” | means the change of your Security Codes to access Connect should you forget your Security Codes or when you want to reactivate your Connect which has become dormant after twelve (12) months of inactivity. |
| “Reversal” | means a transaction that: <ul style="list-style-type: none"> 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. |

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| “Scheme” | means 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” | means the owner and the operator of the JomPAY Scheme. |
| “Security Codes” | means the security credentials used to identify you when you access and utilize the Connect comprising of the Password, Username, Card PIN, TAC, Temporary ID, Security Question, Connect Biometric Authentication and includes any other security codes as HLBB/HLISB may issue from time to time. |
| “Security Picture” | means an image that is being displayed to you as an anti-phishing security measure to ensure that you have logged in to the genuine Connect portal. This picture is chosen by you during your First Time Registration or Reset Connect. |
| “Security Questions” | means a set of questions and answers that is being prompted to you as an additional level of account verification when the system detects unusual transactions via your Connect account. The security questions and answers are set up by you and they act as a secondary method to identify yourself in addition to your Username and Password. |
| “Services” | means the banking services offered by HLBB/HLISB via the internet and mobile or any other electronic medium approved by HLBB/HLISB, in accordance with the Terms and Conditions for Connect. |
| “Structured Product” | means any investment product, including without limitation, structured notes, structured financial instruments, whether or not such investment product is referenced to the price(s), or value(s) of any one or more securities, commodities, currencies or financial instruments, or any other product issued by HLBB, which you agree (in the case of Structured Products (other than structured notes)) to transact or invest with, or (in the case of structured notes) to subscribe for or purchase from HLBB, and which is designated by HLBB to be governed by the relevant terms and conditions governing Structured Products from time to time. |
| “TAC” | means “Transaction Authorization Code” which is a security feature implemented to provide a second layer of protection for online, mobile and tablet banking transactions in addition to your Connect login Username, Security Picture and Password. It is a unique 6-digit code that needs to be entered for specific online transactions. |
| “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 Government Tax, if applicable without limitation, any other taxes by whatever name called, and any interest, fines or penalties in respect thereof. |
| “Temporary ID” | is the list of alpha numeric characters issued to you by HLBB/HLISB as required for your First Time Registration or Reset Connect using the banking account option. |
| “Terms and Conditions” | means these terms and conditions for Connect unless the context requires otherwise and includes any amendments, additions, variations or deletions made from time to time and shall refer to the terms and conditions prevailing at that time. |
| “Telegraphic Transfer” or “TT” | means the transfer of funds denominated in foreign currencies to correspondent banks or agents outside Malaysia. |

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| “Transaction Signing” | Means the transaction authorization feature for non-favourite transactions above RM10,000 |
| “Update Contact Info” | Means service that allows you to update your contact details maintained with the Bank. |
| “Unauthorised Payment Instruction” | means 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. |
| “Unit Trust” | means a unit trust, investment fund, mutual fund, wholesale fund or other collective investment schemes that have been duly registered and approved by the relevant regulatory authority in Malaysia and distributed by HLBB from time to time. |
| “Unrecoverable Loss” | means 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. |
| “URL” | means internet browser address. |
| “Username” | means a name selected or created by you comprising of alphanumeric characters during First Time Registration or Reset Connect. It is required by HLBB/HLISB to identify your Security Codes before granting you access to Connect. |

2.2 Interpretation

(a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.

(b) Where there are two or more persons comprised in the term you or the Customer, instructions, agreements, undertakings, obligations expressed to be issued or given by or made by one person, shall be deemed to have been issued or given by or made by and binding upon such persons jointly and severally.

3.0 Eligibility and Registration for Connect

3.1 You must be eighteen (18) years of age and have an active banking account with HLBB/HLISB.

3.2 HLBB/HLISB has the sole and absolute discretion to accept or reject your registration without having to disclose its reason for doing so and/or to respond to any request for information.

3.3 You are able to customise your banking account(s) settings on Connect but the Accounts which you can transact through Connect are Accounts operated by individual signatory, or either one signatory for joint-account(s).

4.0 Computer Terminals/Personal Electronic Devices and Internet/Mobile Network Access

4.1 You are solely responsible:

(a) to ensure that the computer terminal and/or personal electronic devices and related software and hardware meet the required specifications and configurations as may be specified by HLBB/HLISB from time to time; and

(b) for the installation, maintenance and security of your computer terminal and/or personal electronic devices, related hardware and software (including the internet browser software) and internet/data connection used to access **Connect**, and HLBB/HLISB shall not be responsible for any loss, damage or expense incurred by you or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

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

5.0 Gaining Access to Connect

5.1 First Time Registration

- (a) Registering using ATM/Debit Card - you will be required to enter your ATM/ Debit Card Number, Card PIN, NRIC/Passport Number/ Army Identification/ Police Identification/ Business Registration Number/ Foreign IC Number and TAC. Upon acceptance of the correct information, you will be required to create your Username and Password, select your Security Picture, accept the Terms and Conditions and set up Security Questions. Once successful, you will be notified of all the default daily online transaction limits through Connect on the acknowledgment screen. You can then login to your Connect through internet browser or go to Connect Mobile application that you have downloaded onto your smart phone or tablet device. You may access using the same Username, Security Picture and Password.
- (b) Registering using Credit Card - you will be required to enter your Credit Card Number, Card PIN, NRIC/ Passport Number/ Army Identification/ Police Identification/ Foreign IC Number and TAC. Upon acceptance of the correct information, you will be required to create your Username and Password, select your Security Picture, accept the Terms and Conditions and set up Security Questions. Once successful, you will be notified of all the default daily online transaction limits through Connect on the acknowledgment screen. You can then login to your Connect through internet browser or go to Connect Mobile application that you have downloaded onto your smart phone or tablet device. You may access using the same Username, Security Picture and Password.
- (c) Registering using Banking Account Number (not applicable for Connect Mobile banking)- you will be required to select an Account Type, enter the Account Number, Temporary ID, NRIC/ Passport Number/ Army Identification/ Police Identification/ Foreign IC Number and TAC. Upon acceptance of the correct information, you will be required to create your Username and Password, select your Security Picture, accept the Terms and Conditions and set up Security Questions. Once successful, you will be notified of all the default daily online transaction limits through Connect on the acknowledgment screen. You can then login to your Connect through internet browser or go to the Connect Mobile application that you have downloaded onto your smart phone or tablet device. You may access using the same Username, Security Picture and Password.

5.2 You may download Connect Mobile application to a maximum of five (5) mobile and/or tablet devices, and use the same Security Codes to login and access your mobile banking services. Once you have reached the maximum limit of five (5) mobile and/or tablet devices, any attempt to login using a sixth (6th) mobile and/or tablet device will fail.

5.3 You may de-register your Connect Mobile application from any of your mobile and/or tablet device through any of the following mode:

- (a) Self de-registration – you are required to login to your Connect Mobile application to delete the registered device; or
- (b) Hong Leong Contact Centre – you are required to call +603-7626 8899 to request for the de-registration of your mobile and/or tablet device; or
- (c) Message – you are required to login to Connect Online and send us a Message to request for the de-registration of your mobile and/or tablet device.

5.4 Reset Connect (only available for Connect Online)

- (a) Forgot Username or Password - you are required to reset your Username or Password by performing the same process as First Time Registration in **Clause 5.1 (a) or (b) or (c)**.

- (b) Change Username and Password - you are required to change your Username and Password by performing the same process as First Time Registration in **Clause 5.1 (a) or (b) or (c)**.
- (c) Reactivate Connect account - you are required to reactivate your dormant, locked or passive account status by performing the same process as First Time Registration in **Clause 5.1 (a) or (b) or (c)**.

5.5 Connect will become dormant if there is no login activity within a 12-month period.

5.6 You agree that the Bank uses your Security Codes to identify you and acknowledge that you must keep all your Security Codes secure and exercise reasonable care to prevent unauthorised access and/or use.

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

5.8 Once you have logged on to Connect, you must not leave the terminal or other devices from which you have accessed Connect at any time or let anyone else use it until you have properly logged off. You are responsible for ensuring that you have properly logged off at the end of each session.

5.9 Connect Biometric Authentication

5.9.1 Use of Connect Biometric Authentication service

(a) To use the Connect Biometric Authentication service, you will need to:

- (i) be a valid user of HLBB/HLISB Connect Account;
- (ii) install Connect Mobile on your Mobile Device;
- (iii) register your Mobile Device with Connect by successfully logging in via Connect Mobile;
- (iv) have already registered your Fingerprint or Face on your Mobile Device; and
- (v) enable the following:
 - (A) For iOS devices
 - Touch ID or Face ID to unlock your Mobile Device
 - (B) For Android devices
 - Enable Fingerprint Security

(b) To activate the Connect Biometric Authentication service, you must first login into Connect Mobile, go to 'Settings' menu and select 'Enroll Fingerprint' or "Enroll Face", whichever is applicable.

(c) To deactivate the Connect Biometric Authentication service you must first login into Connect Mobile, go to 'Settings' menu and select 'Unenroll Fingerprint' or "Unenroll Face", whichever is applicable.

5.9.2 Specific Terms Governing Use of Connect Biometric Authentication service

By using the Connect Biometric Authentication service you hereby acknowledge and agree to the following specific terms governing this service.

(a) For avoidance of doubt, all Fingerprint or Face data is stored in the relevant Mobile Device when you set-up your fingerprint enabled Mobile Device or facial identification enabled Mobile Device and no Fingerprint or Face data is stored on HLBB/HLISB's servers. For the purpose of the Connect Biometric Authentication service, verification of the Fingerprint or Face is effected by the Mobile Device itself. Once the Fingerprint or Face is recognised by the Mobile Device, the confirmation of authentication ("**Authentication**") will be relayed by the Mobile Device to the Connect Biometric Authentication to enable you to proceed with the relevant transaction or where verification is unsuccessful, notification of Authentication failure will be relayed to Connect Biometric Authentication Service interface.

(b) Connect Mobile users' mobile/tablet devices that come with the "Enroll Fingerprint" or "Enroll Face" feature/function will be able to login to Connect Mobile using just their

fingerprint or facial identification, as the case may be. Biometric access only allows transactions up to a maximum of RM500 per transaction. Transactions allowed for Connect Mobile by using Connect Biometric Authentication are limited to Pay Mobile, Scan & Pay, ATM withdrawal (Cardless), Open Fund transfer and favourite transfer. Any amount higher than RM 500 per transaction or changes of settings within the Connect app will require Connect Mobile users by using Connect Biometric Authentication to enter their password as a step up authentication before allowing users to transact or make any changes in Connect Mobile.

- (c) You agree that by using your Fingerprint or Face to access Connect via Connect Biometrics Authentication service, HLBB/HLISB relies on the Mobile Device to provide the Authentication if you activate the Connect Biometric Authentication service.
- (d) You shall not register any third party fingerprint as your Fingerprint or any third party face as your Face, as doing so will enable the third party(s) to have access to your Account and perform all functions available within Connect Biometric Authentication service.
- (e) If you have any third party fingerprint or third party face stored on your Mobile Device, you are required and you hereby warrant that such third party fingerprint or third party face, as the case may be, has been deleted from your Mobile Device prior to your activating Connect Biometric Authentication service.
- (f) Your Fingerprint or Face should be treated with the same level of security as your other Security Codes to prevent any unauthorized access to your Account as set out more particularly in **Clause 11** of these Terms and Conditions.
- (g) Instructions given by you using Connect Biometric Authentication shall comprise Instructions as set out in **Clause 7** of these Terms and Conditions.
- (h) You shall deactivate Connect Biometric Authentication service in accordance with Clause 5.9.1 (c) herein in the event that you change or dispose your Mobile Device.
- (i) You can use the Connect Biometric Authentication service in respect of up to five (5) Mobile Device but each Mobile Device requires separate registration for Connect Biometric Authentication service.
- (j) You acknowledge that HLBB/HLISB owes no duty to verify that it is your Fingerprint or Face endorsed on the Mobile Device and agree that to the extent permitted under applicable law, HLBB/HLISB shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions, or proceedings of any kind whatsoever (whether direct, indirect, or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
 - (A) the provision by HLBB/HLISB of or your use of Connect Biometric Authentication service;
 - (B) any unauthorised access to your Account balance, transaction from Connect Biometric Authentication service and/or use of your Mobile Device;
 - (C) any transaction effected in accordance with **Clause 5.9.2 (g)** herein; and/or
 - (D) any breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by HLBB/HLISB.
- (k) You acknowledge that In the event that you have lost your Mobile Device, you are to deactivate Connect Biometric Authentication immediately by contacting HLBB/HLISB Contact Center to report the loss of your Mobile Device and request for the biometric registration in respect of the lost Mobile Device to be de-registered. If you have more than one (1) Mobile Device registered for Connect Biometric Authentication service, you are able

to deactivate Connect Biometric Authentication for the lost Mobile Device yourself by using your other Mobile Device.

- (l) HLBB/HLISB reserves the right to deactivate Connect Biometric Authentication service if such service has not been utilised for **three (3) months** from the date of your last login or registration or any other time period as may be determined by HLBB/HLISB at its absolute discretion without any prior notice of such deactivation. To be able to use Connect Biometric Authentication service again, you are required to reactivate Connect Biometric Authentication service in accordance with **clause 5.9.1 (b)** herein.
- (m) HLBB/HLISB may in its absolute discretion and at any time, suspend, restrict or terminate your access to Connect Biometric Authentication service without being obliged to provide any reason for such suspension, restriction or termination.

6.0 Connect Online, Mobile and Tablet Banking Services

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

6.2 Rules and Regulations Governing Your Accounts

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

6.3 Type of Services Available in **Connect Online** include the following but not limited to:

(a) Settings

- Customize your accounts to allow for online viewing only or to allow for payments & transfers
- Change online transaction limit for 3rd party HLB Transfer, Instant Transfer, IBG, Online Bill/Retail Transaction, Prepaid Reload, HLeBroking Transfer, Junior Debit Card Reload, MACH Fixed Deposit Placement and Pay Mobile & (Cardless) ATM Withdrawal transaction limit
- Updating contact information
- Default Equivalent Currency
- Change Password
- Change Security Picture
- Change Security Questions

(b) Overview

- Obtain account details, balances and transactions history

(c) Pay & Transact

- Own Account Transfer (known as "Transfer Own" in Connect Mobile & Tablet)
- Transfer funds between your Current/Savings account
- Make payment to own Credit Card and Loan/Financing account
- Other Account Transfer (known as "Transfer Others" in Connect Mobile & Tablet)
- Transfer funds to a third party Hong Leong Current/Savings, Credit Card, Loan/Financing account (subject to 3rd party HLB transfer daily limit)
- Immediate fund transfer to banking account in other participating banks in the MEPS Inter Bank ATM Instant Transfer network(subject to total interbank fund transfer daily limit)
- Interbank GIRO (IBG) fund transfer to any banking account in other participating banks in the Payments Network Malaysia (PayNet) network (subject to total interbank fund transfer daily limit)
- Manage Favourite accounts
- Bill Payment (known as "Pay Bills" in Connect Mobile & Tablet)
 - Make payments & purchases to Payee Corporations within Malaysia
 - Manage Favourite Billers
- Perform Reloads (known as "Reload Mobile" in Connect Mobile & Tablet)
 - Junior Debit Card reload

- Prepaid Services
- Manage Favourite Reloads
- Online Transactions (known as “View Online Transaction” in Connect Mobile & Tablet)
 - View successful and failed online transaction details
 - Check and cancel future dated Standing Instructions (SI)

(d) Telegraphic Transfer

- Make Telegraphic Transfer to other receiving Banks
- Add / Edit / Delete Favourite accounts

(e) Statement / Invoice

- View and request for statement of accounts
- Subscribe to email statement
- Stop hardcopy statement

(f) Apply for E-Products

- e-Wasiat / e-Will
 - Apply for e-Wasiat or e-Will
 - Check the application status
- e-Fixed Deposit (eFD) / Hong Leong Online Islamic Fixed Deposit (eFD-i)
 - Open New eFD/eFD-i account and perform eFD/eFD-i Placement* (known as “Placement FD” in Connect Mobile & Tablet)
 - Perform eFD/eFD-i Withdrawal (known as “Withdraw FD” in Connect Mobile & Tablet)
 - eFD/eFD-i Placement via FPX
- Balance Transfer (BT)
 - Apply for Balance Transfer
 - Check eligibility and application status**
- Call For Cash Plus (CFC+)
 - Apply for Call For Cash Plus
 - Check eligibility and application status**
- Flexi Payment Plan (FPP)
 - Apply for Flexi Payment Plan
 - Check eligibility and application status***
- Personal Loan / Financing-i
 - Apply for Personal Loan / Financing-i****
 - Check the application status ****
- Salary Advance Loan / Financing-i
 - Apply for Salary Advance Loan / Financing-i****
 - Check the application status ****
- Credit Card
 - Apply for Hong Leong Bank’s Credit Card*****
 - Check the application status ****

Notation:

*No fixed deposit/term deposit-i receipt will be issued. Upon successful placement, the Hong Leong Connect Transaction Receipt will be generated which will contain details of the placement transaction.

**This is only available to all HLBB and/or HLISB existing credit cardholders. Upon submitting an application, you will immediately receive one of these statuses: Successful / Accepted For Processing / Failed. A ‘Successful’ status means you will receive cash disbursement within 24 hours if the CASA selected is a Hong Leong bank or Hong Leong Islamic bank account & within 3 days if you have selected a CASA maintained with another bank in Malaysia. A ‘Failed’ status means your

application has been declined. An 'Accepted for Processing' status means a 'Successful' or 'Failed' status cannot be determined immediately. You are encouraged to log in to Connect later to check on the status.

*** This is only available to all HLBB and/or HLISB existing credit cardholders. Upon submitting an application, you will immediately receive one of these statuses: Successful / Accepted For Processing / Failed. A 'Successful' status means your credit balance as specified in your application will be converted into FPP within hours. A 'Failed' status means your application has been declined. An 'Accepted for Processing' status means a 'Successful' or 'Failed' status cannot be determined immediately. You are encouraged to log in to Connect later to check on the status.

****This service is available to all HLBB and/or HLISB customers except for employees of HLBB and/or HLISB. Employees of HLBB and HLISB can send their application for these products via the HLBB/HLISB's Human Resource.

(g) Other Services

- Get Rewards
 - Reward point inquiry and redemption of gifts
 - Fortune Card's HL earning inquiry and redemption
- Debit / ATM Cards
 - Create PIN/ Change PIN***
 - Reset PIN***
 - Overseas withdrawal & Debit Card settings*
 - Change retail/internet purchase limit
 - Change ATM cash withdrawal / transfer limit
 - Report lost / stolen ATM / Debit Card & fraud
- Manage Cheque
 - Inquiry of the status of cheque
 - Stop payment of issued cheque
 - Request for cheque book
- Credit Cards
 - Create PIN/ Change PIN***
 - Reset PIN***
 - Report lost / stolen credit card
 - Request increase in credit limit
 - Notify Overseas Travel
 - Request card replacement
 - Inquire / redeem rewards points
- HLe Broking
 - Redirect you to Homepage of HLeBroking website
 - Automatically sign you on to HLe Broking if:
 - you have an eligible account which offers cross-link feature with Hong Leong Bank, and,
 - Have opened a share trading account with Hong Leong Investment Bank Berhad

Notation:

*You may decide to opt in for any of or all of the services offered i.e. 1) Mail / Telephone Order (MOTO) and Auto Debit; 2) Overseas ATM Withdrawal; 3) Overseas Retail Purchase and 4) Non-3D

Internet Purchase**.

**Non-3D Internet Purchase is the retail purchase made via Internet where the Debit Card transaction is accepted without the need of "One Time Password (OTP)".

***This service is applicable to Debit Card and Credit Card only.

(h) MACH

- Money Box
 - Customize Account features
 - Enrol/Cancel MyPal convenience line
 - Close Account

- Reactivate Account
- Dream Jar
 - Create New goal account
 - Fast Track goal savings
 - Perform partial or full account Withdrawal
- Fixed Deposit (FD)
 - Open New FD account or perform FD Placement
 - Perform FD Withdrawal
- Credit Card
 - Change Lifestyle Package and Add-On category
- MACH Services
 - Select Primary Account for Debit Card
 - View Activity History

(i) Online Retail Payments & Purchases

- Perform online payments or purchases using Hong Leong Credit Card or from Hong Leong Current/Savings account to HLBB Merchants via merchants' websites (epay)
- Perform online payments or purchases from Hong Leong Current/Savings account to merchants participating in the PayNet network. Find out more about PayNet at <http://www.paynet.my>

(j) Investment Account

- View your Investment Account online according to the following product groups:
 - Hong Leong Invest Safe (HLIS)
 - Unit Trust
 - Structured Products/FRNID/Retail Bond

(k) Investment Account-i

- Open new IA-i account and perform subscriptions for new IA-i products
- Perform redemption of IA-i products

(l) FX Rates

- View the latest Foreign Currency Exchange rates which are not limited to major currencies available for exchange at HLB/HLISB. For more details, please visit our branch.

6.4 Type of Services Available in **Connect Mobile** include the following but not limited to:

(a) Overview

- Obtain account details, balances and transactions history

(b) Pay & Transact

- Own Account Transfer
 - Transfer funds between your Current/Savings account
 - Make payment to own Credit Card and Loan/Financing account
- Other Account Transfer
 - Transfer funds to a Favourite third party Hong Leong Current/Savings account, Credit Card, Loan/Financing account (subject to 3rd party HLB transfer daily limit)
 - Immediate fund transfer to a Favourite banking account in other participating banks in the MEPS Instant Transfer network (subject to total interbank fund transfer daily limit)
 - Interbank GIRO (IBG) fund transfer to a Favorite banking account in other participating banks in the PayNet network (subject to total interbank fund transfer daily limit)
- Open Fund Transfer
 - Connect Mobile users can transfer funds from their HLBB/HLISB savings or current account to a third party HLBB/HLISB banking account or banking account in another bank via their Connect Mobile app.
 - To perform an Open Fund Transfer, the 'Open Fund Transfer' option must be selected, after which Connect Mobile users are required to follow the step by step instructions shown in the Connect Mobile app.
 - For added security reasons, iOS and Android users may only transfer a total of RM5,000 a day. A TAC will be required for verification purposes.

(j) Apply for e Products

(k) Connect Mobile users can apply for these e-products:

- a. e-Fixed Deposit (eFD) / Hong Leong Online Islamic Fixed Deposit (eFD-i)
 - Open New eFD/eFD-i account and perform eFD/eFD-i Placement* (known as "Placement FD" in Connect Mobile & Tablet)
 - Perform eFD/eFD-i Withdrawal (known as "Withdraw FD" in Connect Mobile & Tablet)
 - eFD/eFD-i Placement via FPX
- ii. Balance Transfer (BT)
 - Apply for Balance Transfer
 - Check eligibility and application status**
- iii. Call For Cash Plus (CFC+)
 - Apply for Call For Cash Plus
 - Check eligibility and application status**
- iv. Flexi Payment Plan (FPP)
 - Apply for Flexi Payment Plan
 - Check eligibility and application status***

Notation:

*No fixed deposit-i receipt and transaction receipt will be issued but the placement will be reflected in your account transaction history.

**This is only available to all HLBB and/or HLISB existing credit cardholders. Upon submitting an application, you will immediately receive one of these statuses: Successful / Accepted For Processing / Failed. A 'Successful' status means you will receive cash disbursement within 24 hours if the CASA selected is a Hong Leong bank or Hong Leong Islamic bank account & within 3 days if you have selected a CASA maintained with another bank in Malaysia. A 'Failed' status means your application has been declined. An 'Accepted for Processing' status means a 'Successful' or 'Failed' status cannot be determined immediately. You are encouraged to log in to Connect later to check on the status.

*** This is only available to all HLBB and/or HLISB existing credit cardholders. Upon submitting an application, you will immediately receive one of these statuses: Successful / Accepted For Processing / Failed. A 'Successful' status means your credit balance as specified in your application will be converted into FPP within hours. A 'Failed' status means your application has been declined. An 'Accepted for Processing' status means a 'Successful' or 'Failed' status cannot be determined immediately. You are encouraged to log in to Connect later to check on the status.

- Bill Payment
 - Make payments & purchases to Favourite Payee Corporations within Malaysia

(l) Bulk Bill Payment

- Make payments up to 5 different Favourite Payee Corporations within Malaysia within one (1) single request.

(c) Pay Mobile (Previously referred to as PEx)

- Transfer of funds to a Payee through the use of Pay Mobile whereby the Payee is required to collect the Pay Mobile Payment via Pay Mobile ATM Collection or Pay Mobile Internet Collection.
- Set up a Pay Mobile Direct account to receive Pay Mobile Payment directly into your Hong Leong Current/Savings account
- View Pay Mobile transaction status

(d) Request Mobile (previously referred to as PEx Request)

- Request payment directly to Recipient's mobile number through the use of Request Mobile by the Requestor whereby Recipient will be notified of such request on their Connect Mobile. Recipient opt to 'Accept' the request from the Requestor and the amount specified in the request will be debited from the Recipient's account and transferred directly into the account of the Requestor

- If the Recipient chooses to 'Decline' the request, a notification will be sent to the Requestor that the request has been declined
 - Up to 5 Recipients can be supported by a single Request Mobile.
 - If the Recipient is not a Connect user, Requestor will be notified that the Request Mobile transaction is not successful. .
- (f) ATM Withdrawal transaction
- (e) Select your HLBB/HLISB banking account for ATM Withdrawal transaction via **Connect Mobile**
 - (f) Withdraw cash within Malaysia from your selected HLBB/HLISB banking account without the use of your ATM Card or Debit Card
 - (g) An ATM Withdrawal Code will be given after each successful request for a ATM Withdrawal transaction through **Connect Mobile**
 - (h) View ATM Withdrawal transaction status on your **Connect Mobile**
 - (i) Change your HLBB/HLISB banking account for ATM Withdrawal
 - (j) De-register ATM Withdrawal service
- (g) Scan & Pay Payment Service
- (k) Make payment from your account to Scan & Pay Merchant's and/or Designated Website Merchant's account for goods/services provided by the Scan & Pay Merchant and/ or Designated Website Merchant.
 - (l) Scan the QR code generated by the Scan & Pay Terminal and/or generated and displayed at the Designated Website using Connect Mobile to confirm and conclude the Scan & Pay Transaction.
 - (m) A Scan & Pay Transaction Invoice will be displayed on your smart phone or other electronic device.
- (h) Investment Account & Investment Account-i
- View Investment Account and Investment Account-i details online
- (i) Transaction History
- View successful and failed transaction details
- (j) Settings
- The following actions can be performed in Settings and not limited to the following
- De-register mobile or tablet device
 - Change preferred language: Bahasa Melayu, English, Chinese. (only available on Connect Mobile)
- Note: In case of discrepancies between languages and their meaning, the Bank shall always refer to English as the final representation.*
- Enrol or un-enrol Transaction Signing as stated in Clause 6.14 below
 - Enrol or un-enrol Fingerprint Authentication or Face Authentication
 - Push Notification Settings
 - Overseas Withdrawal & Debit Card Settings
- (k) FX Rates
- View the latest Foreign Currency Exchange rates which are not limited to major currencies available for exchange at HLBB/HLISB. For more details, please visit HLBB's corporate website at www.hlb.com.my.
- (l) Online Retail Payments & Purchases
- Perform online payments or purchases using Hong Leong Credit Card or from Hong Leong Current/Savings account to HLBB Merchants via merchants' websites (epay)
 - Perform online payments or purchases from Hong Leong Current/Savings account to merchants participating in the PayNet FPX network. Find out more about PayNet at <http://www.paynet.my>
- (m) Online Statement
- View Online Statement
 - Download Online Statement
- (n) Last 5 authorized Credit Card transaction.
- Click details to view the last 5 authorized Credit Card transaction of the selected Credit Card.

- (o) Upcoming standing instruction management
 - View upcoming standing instruction created from Connect Online.
- Skip/cancel the selected standing instruction

6.6 For transactions or services requiring TAC:

- (a) You may request for the TAC via **Connect** where the TAC will be sent via SMS to your mobile phone number, which has been pre-registered with HLBB/HLISB. Delivery time of the TAC is dependent on the service level of your subscribed Mobile Network Service Provider.
- (b) If you request for a TAC more than once, the previously requested TAC will be rendered invalid and the latest request will be the valid TAC to be used in **Connect**.

6.7 Bill Payment & Online Purchases

- (a) You may use the Pay Bill service to settle your outstanding bill or policy with the Payee Corporation(s) only and you hereby agree to abide by the then current procedures, requirements and terms of each Payee Corporation in respect of settling their respective bills or policy.
- (b) You must settle your bill or policy in full within the time period stipulated by the Payee Corporation(s). HLBB/ HLISB shall not be liable for any expense, loss or damage suffered by you as a result of failure to comply with this clause.
- (c) The Account will be debited immediately upon payment instructions being received by HLBB/HLISB through the Pay Bills service.
- (d) HLBB/HLISB shall indemnify you for any loss suffered by you in the event HLBB/HLISB fails due to its gross negligence or wilful default to make payment to the relevant Payee Corporation(s) on the due date after being instructed by you.
- (e) You shall accept HLBB's/HLISB's record of transactions processed by the use of the Pay Bills service as being conclusive and binding for all purposes whatsoever.
- (f) HLBB/HLISB may from time to time with prior notice amend its list of Payee Corporation(s) or vary the scope of or withdraw the Pay Bill service in whole or in part and HLBB/HLISB shall not be liable for any loss, damage or expense which may be suffered by you or any third party as a result of such action.

6.8 Account Information Presented via **Connect**

- (a) HLBB/HLISB shall endeavour to ensure that all information pertaining to your Accounts are presented as accurate as possible on **Connect**. Notwithstanding this, you acknowledge that HLBB/HLISB does not warrant the accuracy of the information. Should you have reason to believe that the information is inaccurate, you will report to HLBB/HLISB who will then investigate and resolve the inaccuracy within seven (7) business days.
- (b) You acknowledge that your Account information as presented to you via **Connect** may not be always completely up-to-date due to the possibility of transactions that are yet to be fully processed, verified or authorized by HLBB/HLISB or third party (as the case may be). Pursuant to this, HLBB/HLISB is obliged to attend to your queries on any of your Accounts related to **Connect**.
- (c) In the event of inconsistency between the Accounts information reported in **Connect** and the HLBB's/HLISB's main system (the Host banking system), the Account information as reported by the main system and accessible at branches of HLBB/HLISB shall prevail.
- (d) For accounts where HLBB/HLISB provides Statements as agreed in the products' Terms and Conditions, all transactions and instructions carried out through **Connect** shall be included in the Statement. You agree to be responsible to verify all the transactions and information in the

Statement and inform HLBB/HLISB of any discrepancies either to your favor or otherwise within fourteen (14) days.

6.9 Pay Mobile (Previously referred to as PEx)

- (a) Pay Mobile allows you to do the following:
- (i) Transfer funds to a Payee through Pay Mobile ATM Collection or Pay Mobile Internet Collection.
 - (j) Set up a Pay Mobile Direct account to receive Pay Mobile payment directly into your Hong Leong Current/Savings account
- (b) After you have confirmed the Pay Mobile transaction, HLBB/HLISB will send a Short Message Service (SMS) to the Payee notifying them that a Pay Mobile payment from you is available for their collection within a stipulated time frame; or the Pay Mobile payment has been credited into your assigned Pay Mobile Direct Hong Leong Current/Savings account.
- (c) Pay Mobile Payment will be processed to your account on the same day. Pending for Payee collection, your account will be earmarked for the amount of the payment ("Earmarked Amount"). The Earmarked Amount will be released back to your account at the end of the stipulated collection time frame, if the Payee does not collect the Pay Mobile Payment.
- (d) For Pay Mobile ATM Collection:
- The Payee would require a Collection Code and a Pay Mobile PIN in order to collect the payment.
 - The Collection Code is notified to you by HLBB/HLISB upon confirmation of your Pay Mobile transaction.
 - The Pay Mobile PIN shall be provided to the Payee by HLBB/HLISB in the SMS notification to the Payee.
 - You must provide the Collection Code and/or the Pay Mobile PIN to the Payee only. You must not:
 - Disclose the Collection Code and/or the Pay Mobile PIN to any person other than the Payee
 - Allow any person other than the Payee to see, or overhear you providing the Collection Code and/or the Pay Mobile PIN
 - Record the Collection Code and/or the Pay Mobile PIN anywhere that is liable to loss, theft or abuse
 - If the Collection Code and/or the Pay Mobile PIN is provided to any person other than the Payee, that other person may be able to collect the Payee's Pay Mobile Payment
 - The Payee is required to go to any HLBB/HLISB ATM terminal, select "Pay Mobile ATM Collection" and complete the following fields:
 - The Pay Mobile PIN
 - The Collection Code
 - The mobile phone number
 - The exact amount of the Pay Mobile Payment they are collecting
 - If any of these details are entered incorrectly, the collection of the Pay Mobile Payment may be unsuccessful. All details entered by the Payee at the HLBB/HLISB ATM terminal must be correct.
 - If the Payee fails to collect the Pay Mobile Payment within the stipulated time frame, the Earmarked Amount will be released, and the Payee will not be able to collect the Pay Mobile Payment subsequently.
- (e) You agree to advise the Payee that you have provided HLBB/HLISB with their mobile phone number for the purpose of notifying them of the Pay Mobile Payment.
- (f) It is your responsibility to ensure that the details provided by you are correct otherwise your Pay Mobile Payment may be unsuccessful or may be paid to an unintended person. HLBB/HLISB will not verify that the details provided by you are correct.
- (g) If the Payee intends to dispute any unsuccessful Pay Mobile Payment and/or the collection amount of Pay Mobile Payment, the Payee must contact you directly.
- (h) HLBB/HLISB is not liable for any loss to you or the Payee as a result of:

- You disclosing the Collection Code and/or the Pay Mobile PIN to any person other than the Payee. YOUR COLLECTION CODE AND/OR THE PAY MOBILE PIN ARE CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE PAYEE. YOU ARE CAUTIONED AGAINST SENDING PAY MOBILE PAYMENT TO ANY UNKNOWN PERSON. IN NO EVENT SHALL HLBB/HLISB BE LIABLE IF YOU COMMUNICATE THE COLLECTION CODE AND/OR THE PAY MOBILE PIN TO ANY PERSON OTHER THAN THE PAYEE.
- You failing to provide the Collection Code and/or the Pay Mobile PIN to the Payee

(i) HLBB/HLISB is not liable for any loss or damage suffered by any person resulting from:

- Any failure or delay by you to provide the Payee with the correct Collection Code and/or the Pay Mobile PIN for Pay Mobile Payment collection
- If any person other than the Payee becomes aware of the Collection Code and/or the Pay Mobile PIN other than as a result of the fraudulent or negligent conduct of HLBB's/HLISB's employees or agents up to a maximum sum equivalent to the default daily transactional limit set by HLBB/HLISB
- If the Collection Code and/or the Pay Mobile PIN entered by the Payee when collecting the Pay Mobile Payment are incorrect
- If HLBB/HLISB delays, blocks or refuses to process a Pay Mobile Payment for any reason
- IN NO EVENT SHALL HLBB/HLISB BE LIABLE FOR NON-DELIVERY OR DELAY OF ANY NOTIFICATION MESSAGE

6.10 ATM Withdrawal transaction

(a) ATM Withdrawal transaction allows you to do the following:

- (k) Withdraw cash from your selected HLBB/HLISB banking account without the use of your ATM Card or Debit Card

(b) After you have confirmed the ATM Withdrawal transaction via Connect Mobile. HLBB/HLISB and/or its service provider will send a SMS to you notifying that the cash is available for withdrawal at any HLBB/HLISB ATM terminal within a stipulated time frame.

(c) The ATM Withdrawal transaction will be processed from your selected HLBB/HLISB banking account on the same day. Pending withdrawal within the stipulated time frame, your selected HLBB/HLISB account will be earmarked for the amount to be withdrawn ("Earmarked Withdrawal Amount"). The Earmarked Withdrawal Amount will be released back to your selected HLBB/HLISB banking account at the end of the stipulated time frame, if you do not withdraw the Earmarked Withdrawal Amount within the stipulated time frame. In such circumstance, you will be required to perform a fresh ATM Withdrawal transaction.

(d) Withdrawal from the ATM:

- You would require an ATM Withdrawal Code to withdraw the Earmarked Withdrawal Amount.
- An ATM Withdrawal Code will be given after each successful request for an ATM Withdrawal transaction through Connect.
- If the ATM Withdrawal Code is provided/disclosed to any other person, that other person may be able to withdraw the cash at any HLBB/HLISB ATM terminal.
- You are required to go to any HLBB/HLISB ATM terminal, select "Connect ATM Withdrawal" and complete the following fields ("ATM Transaction Data"):
 - The ATM Withdrawal Code
 - The exact amount of the Earmarked Withdrawal Amount you are withdrawing
- If any of the above details are entered incorrectly, the withdrawal of the Earmarked Withdrawal Amount may be unsuccessful. All details entered by you at the HLBB/HLISB ATM terminal must be correct.
- The Earmarked Withdrawal Amount will be released back to your selected HLBB/HLISB banking account at the end of the stipulated time frame, if you do not withdraw the Earmarked Withdrawal Amount within the stipulated time frame. In such circumstance, you will be required to perform a fresh ATM Withdrawal transaction.

(e) HLBB/HLISB shall not liable for any loss to you as a result of:

- You disclosing the ATM withdrawal Transaction Data to any other person. YOUR ATM Withdrawal TRANSACTION DATA IS CONFIDENTIAL. IN NO EVENT SHALL HLBB/HLISB BE LIABLE IF YOU DISCLOSE THE AFOREMENTIONED CONFIDENTIAL INFORMATION TO ANY OTHER PERSON.

(f) HLBB/HLISB shall not liable for any loss or damage suffered by you or any other third party resulting from:

- A third party becoming aware of the ATM withdrawal Transaction Data other than as a result of the fraudulent or negligent conduct of HLBB's/HLISB's employees or agents up to a maximum sum equivalent to the default daily transactional limit set by HLBB/HLISB
- If the ATM Withdrawal Transaction Data entered by you when withdrawing the Earmarked Withdrawal Amount are incorrect
- Your failure to withdraw the Earmarked Withdrawal Amount from any of HLBB/HLISB ATM Terminals within the stipulated time frame due to any reason whatsoever.
- If HLBB/HLISB delays, blocks or refuses to process a ATM Withdrawal transaction for any reason
- IN NO EVENT SHALL HLBB/HLISB BE LIABLE, FOR NON-DELIVERY OR DELAY OF ANY NOTIFICATION MESSAGE

6.11. Scan & Pay Payment Service

(a) In order to use Scan & Pay Payment Service, your mobile and tablet device must have a camera to scan the QR Code generated by the Scan & Pay Merchant.

(b) By launching Scan & Pay in Connect Mobile, you can scan the QR Code of your purchase at the Scan & Pay Terminal and accept the said purchase through Scan & Pay.

(c) The QR Code generated by Scan & Pay Terminal is unique and encrypted to be only read by Connect Mobile. You are required to only use Connect Mobile to scan the QR Code at the respective Scan & Pay Merchant. Do not use any other bar code reader or respond to any format of QR Codes through any other communication channel such as email, SMS or other methods.

(d) The Bank makes no warranty or representation in relation to the quality and specifications of the goods (e.g. model, material, colour, etc.) and/or services that the Scan & Pay Merchant provides. You hereby agree that the Bank shall have no liability nor shall the Bank be made a party to any dispute or claim by you for defects in materials or workmanship in relation to the goods and/or services provided by the Scan & Pay Merchant and you undertake to deal directly with the Scan & Pay Merchant for any such claims (including claims for refunds or replacement of the goods and/or services purchased).

(e) No splitting of payments for goods and/or services into multiple Scan & Pay Transactions shall be allowed, even where you maintain more than one (1) Account which has been registered for the Scan & Pay Payment Service.

6.12 SMS Transmission in relation to Pay Mobile and ATM Withdrawal transactions

(a) HLBB/HLISB and/or its service provider is not responsible for and does not have any control whatsoever on the SMS traffic congestion, network failure and/or interruptions that may be experienced by your respective Mobile Network Service Provider during the process of sending a SMS to you which may result in the non-delivery or delay of SMS transmission after your request for the ATM Withdrawal transaction and/or Pay Mobile.

(b) You are responsible to ensure that your contact details as well as the Payee's (in the case of Pay Mobile) are updated, accurate and complete, failing which, HLBB/HLISB and/or its service provider shall not be liable for non-receipt of SMS after your request for the ATM Withdrawal transaction and/or Pay Mobile .

(c) HLBB/HLISB and/or its service provider shall not be held liable or responsible if your and/or your Payee's Mobile Network Service Provider is unable to support receiving any SMS from HLBB/HLISB due to any reason whatsoever and you are responsible to ensure that your and/or your Payee's (for Pay Mobile) Mobile Network Service Provider are able to support receiving SMS messages from HLBB/HLISB and/or its service provider before using the services.

6.13 Availability of Services

(a) **Connect** is available seven (7) days a week and from 12.10 a.m. to 11.55 p.m. daily unless HLBB/HLISB notifies you otherwise or for any reason beyond the control of HLBB/HLISB. During the period between 11.55 p.m. to 12.10 a.m. daily, you will only be able to view your Accounts

balance and perform Own Account Transfer or transfer of funds from your HLBB/HLISB savings or current account to a third party HLBB/HLISB banking account. HLBB/HLISB does not warrant that **Connect** will be available at all times.

- (b) In the event **Connect** is not available, you may carry out your transactions at any of HLBB's/HLISB's branches or use other alternative banking services available to you.
- (c) HLBB/HLISB reserves the right to deactivate your account in **Connect** if the services have not been utilised for three (3) months or any other time periods as may be determined by HLBB/HLISB at its absolute discretion without any prior notice of such deactivation.
- (d) Reliability of Information – Information including but not limited to interest rates, foreign currency exchange rates, product information quoted or provided by **Connect** are for indication purposes only. The actual rate or price that shall apply for a particular transaction can only be determined at the time the relevant transaction is entered into.

6.14 Transaction Signing and services requiring Transaction Signing

Transaction Signing is applicable only for non-favourite transaction above RM10,000 for the following: IBG/ Instant Transfer, Bill Payment (inclusive of bill payment made via JomPAY), remittance & fund transfer made to any other bank accounts. Transaction above RM10,000 is only available via Connect Online. However you will require Connect Mobile to authorize or reject the transaction.

- (a) To enrol for Transaction Signing via Hong Leong Connect Mobile, type "Settings Profile" at chatbar and hit "Go". Under the "Login & Security" menu, select "Enrol Transaction Signing". Only one device can be enrolled for one Connect username.
- (b) The Transaction Signing Authorization notification will automatically be pushed to the enrolled device via push notification when Connect detects that you are performing non-favourite transaction above RM10,000 on your Connect Online.
- (c) At the Transaction Signing Authorization screen you are required to tap on the "Authorize" to authenticate or "Reject" to decline the transaction made via Connect Online. As a final confirmation, you will have to tap on the "Submit" at Connect Online to finalized the transaction.
- (d) To unenrol from transaction signing via HongLeong Connect Mobile Application, type "Settings Profile" at chatbar and hit "Go". Under the "Login & Security" menu and select "Unenrol Transaction Signing". You can only unenrol from Transaction Signing from the same mobile device that you have previously used to enrol for Transaction Signing. You will also be automatically unenrolled from transaction signing if you unbind your mobile device from HongLeong Connect Mobile Application.

7.0 Instructions

- 7.1 All transactions carried out through the Security Codes, shall be deemed instructions and authorizations given by you to HLBB/HLISB and HLBB/HLISB shall be and is hereby authorized to rely upon and act in accordance with the instructions given by or on behalf of you without inquiry on its part as to the identity of the person giving or purporting to give such instructions or as to the authenticity of such instructions and that HLBB/HLISB shall be in no way responsible for any misuse or unauthorized use of messages or instructions given to HLBB/HLISB. Notwithstanding that a transaction may be disputed by you for any reason whatsoever including the reason that the person who gave the instructions was not you, HLBB/HLISB shall be entitled to treat such instructions as binding upon you and HLBB/HLISB shall be entitled to take such steps in connection with or in reliance upon such instructions. HLBB/HLISB will not be held liable for any loss, damages and expenses suffered by you or anyone else for complying with such instructions.
- 7.2 Once issued or transmitted, such instructions shall be irreversible and shall be conclusive evidence that the instructions came from you.
- 7.3 You shall ensure that the instructions issued are complete, accurate and correct.
- 7.4 HLBB/HLISB shall be entitled to debit your Account immediately on completion of any transaction instructed by you via **Connect** using your Security Codes.
- 7.5 You may issue instructions to cancel, revoke, reverse or amend your earlier instruction and HLBB/HLISB may only comply with the subsequent instruction provided that the earlier instruction has not been executed.

7.6 HLBB/HLISB reserves the right not to comply with your instructions if they are inconsistent with HLBB's/HLISB's policy or rules and regulations in force for the time being.

8.0 Transaction Records

8.1 Any Instructions transmitted or received by HLBB/HLISB after the relevant cut-off processing time on any Business Day will be treated as given and processed on the next Business Day. The cut-off time for processing Instructions and transactions may be varied by HLBB/HLISB from time to time at its absolute discretion with prior notice to you.

8.2 Transactions that have not been verified or processed by HLBB/HLISB shall not appear in the balances of the relevant Account available to you through **Connect** screen and shall not be conclusive of the state of the relevant Account.

8.3 HLBB/HLISB will issue statements for the Accounts in accordance with the Terms and Conditions for the relevant Accounts, which will include transactions effected through **Connect**. Such statements of Accounts shall be binding and conclusive evidence of such transactions carried out by you.

9.0 Limits on Transactions

9.1 Unless instructed by you or in the absence of you electing a limit to the carrying out of transactions through **Connect**, HLBB/HLISB shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of **Connect** and/or Security Codes without informing you for its purposes of control. You may vary the limits of the transactions carried out by giving prior notice in writing to HLBB/HLISB. HLBB/HLISB is not bound to ensure that you do not exceed such limits.

9.2 HLBB/HLISB shall be entitled to require you to maintain a minimum balance at any one time in the Account(s). Should the balances in the Account(s) fall below the requisite minimum balances, HLBB/HLISB may at its absolute discretion impose a penalty, suspend or terminate your utilization of **Connect**.

10.0 Service Fees, Commissions and Charges

10.1 HLBB/HLISB shall be entitled to impose service fees and other charges for services provided to you via **Connect** Online and **Connect** Mobile from time to time, including but not limited to any form of service fees incurred for the purpose of notifying the recipients of your fund transfer transactions. The list of applicable fees and charges are available at the Hong Leong Connect's website at www.hongleongconnect.my and as amended from time to time.

10.2 Notwithstanding the imposition of such service fees and charges, transactions carried out through the Accounts will be charged the usual charges and commissions. HLBB/HLISB reserves the absolute right to vary such service fees, commissions and charges at any time and from time to time with prior notice to you.

10.3 For the purpose of collecting such fees, commissions and charges, you hereby authorize HLBB/HLISB to debit the Account with such fees, commissions, charges and any Government charges and Tax for the use of **Connect**.

11.0 Your Responsibilities

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

(a) that the Security Codes, which includes your Password, Username, Card PIN, Temporary ID, TAC and Security Questions, must be kept as secret, not accessible to any person and are not written down in any form or manner which may be deciphered by anyone or kept together or disclosed or exposed to any person (including the employees of HLBB/HLISB) under any circumstances or at any time. Any advice sent to you containing the Security Codes, must be destroyed immediately after you have received and read them. Any email or SMS requesting for your Security Codes is to be reported to HLBB/HLISB immediately;

(b) that you are to ensure that the equipment you are using will not allow recording of your activities and that the necessary anti-spyware and firewalls are installed;

- (c) that you ensure that you are always logged in to the correct URL for Connect Online and that you have checked and confirmed (by ticking the box provided as confirmation) that the correct Security Picture is displayed;
- (d) that you are not to utilize Connect through Internet cafes or any public places offering Internet services and you are to log off from Connect before leaving your computer terminal;
- (e) that you are to de-register your Connect Mobile immediately when you lost your mobile or tablet device;
- (f) you are to change your Password when requested to on a periodical basis;
- (g) Non-Transferability: The Security Codes are issued solely for your use and you shall not transfer, pledge or otherwise use it as security in any form nor part with the use of the same to any other person;
- (h) Exposure of the Security Codes: If the Security Codes are exposed or suspected to be exposed to any person, you shall immediately change the Security Codes, as the case may be to protect your own interest. HLBB/HLISB shall not be held responsible or liable for any loss or damages suffered in such circumstances.

11.2 Frequently Asked Questions (FAQ)

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

11.3 Balances in Accounts

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

11.4 Availability of Funds

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

11.5 Joint Accountholders:

Either one of the accountholders may issue instructions and authorize HLBB/HLISB to effect any transactions on a joint account. All transactions arising from the use of the Security Codes, to operate a designated joint account shall be binding on all account holders, who shall be jointly and severally liable on all transactions.

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

11.7 This provision shall survive the termination of Connect.

12.0 Compliance with Other Laws

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

13.0 Liabilities of the Parties

13.1 By using **Connect**, you acknowledge and agree:-

- (a) to accept the inherent risks associated with carrying out transactions through the Internet and mobile electronic device; and

- (b) that HLBB/HLISB and its Affiliates do not make any representations or warranties, whether expressed or implied with respect to **Connect**, including but not limited to merchantability and fitness for a particular purpose. No oral or written information or advice given by HLBB/HLISB, its Affiliates and their respective personnel, employees or agents shall create or enhance the scope of this warranty.

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

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

13.3

- (a) Without prejudice to any other provisions here, HLBB/HLISB shall not be liable to you or any third party for any loss (whether direct or indirect) of profits or business or goodwill for any indirect or consequential loss or damage whatsoever or howsoever arising even if HLBB/HLISB has been advised of the possibility of such loss or damage or claim by any third party.
- (b) Subject to the provisions herein, HLBB's/HLISB's sole and entire liability to you in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- (c) Each provision of this Clause 13.3 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Accounts or **Connect**.

13.4 Without limiting the generality of Clause 13.3, HLBB/HLISB shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by you or any third party by reason or arising from:-

- (a) your failure to provide accurate, complete and timely Instructions issued to HLBB/HLISB or failure to comply with; or
- (b) your inability to perform any of the transactions due to limits set by HLBB/HLISB from time to time; or
- (c) any error, alteration, destruction of the Instructions, data or information to or from HLBB/HLISB through **Connect**, on the internet, mobile and tablet device; or
- (d) any intrusion or attack by any person or party on any hardware, software or system used in relation to **Connect** or on the Internet, mobile and tablet device, including but not limited to viruses, Trojan Horses, malware and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable **Connect** or any part thereof; or
- (e) any restriction or prohibition on the use of **Connect** by any laws or regulations of any country from where you access **Connect**; or
- (f) in the event HLBB/HLISB is unable to perform any operations or to provide any of the Services due to any reason beyond HLBB's/HLISB's control including but not limited to fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, or any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network Service Provider, Mobile Network Service Provider or the Affiliates or any factor beyond the control of HLBB/HLISB.

14.0 Indemnity

You undertake to indemnify HLBB/HLISB fully and completely and against all claims, demands, action, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by HLBB/HLISB in connection with or in any manner arising out of the provision of **Connect** or the acceptance of any Instruction given by you or breach by you of any of the Terms and Conditions. Your liabilities shall be a continuing liability and will remain in full force notwithstanding the termination of **Connect**.

15.0 Suspension or Termination of Connect by HLBB/HLISB

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

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

15.3 If you intend to terminate **Connect**, you are to terminate the services yourself in accordance to this Terms and Conditions. **Connect** will thereafter be terminated immediately.

16.0 Severability and Waiver

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

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

17.0 Notices

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

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

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

- (a) through **Connect** to HLBB/HLISB and such notices shall be deemed to be received once you receive a confirmation of such receipt via electronic mail from HLBB's/HLISB's system ; or

- (b) via any Approved Communication Channel to the Hong Leong Call Centre at the address stated below in Clause 22.2 and such notices shall be deemed received by HLBB/HLISB in accordance with the time specified with respect to such Approved Communication Channel;
- (c) by ordinary post or registered post or courier sent to or left at the branch where the Account is maintained and shall be deemed to have been received by HLBB/HLISB within seven (7) Business Days from posting if sent by registered or ordinary post or within two (2) Business Days from sending if by courier.

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

18.0 Representation and Warranty on Processing of Personal Information

You hereby represent and warrant that you have obtained the consent of all persons named in your application for the Account(s) and the Services or such document submitted to HLBB/HLISB in support of such application and/or their authorized representatives, including but not limited to your directors, shareholders, authorized signatories or such other persons as specified by HLBB/HLISB ("Relevant Data Subjects"), for HLBB/HLISB's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLBB/HLISB's Privacy Policy as may be amended from time to time.

19.0 Disclosure

You hereby agree that:

- (a) HLBB's/HLISB's rights to your information and disclosure will be in accordance with HLBB's/HLISB's Privacy Policy;
- (b) HLBB/HLISB must use your transactional information as is necessary to process payment(s);
- (c) When you use the JomPAY Bill Payment Facility to make payment(s), HLBB/HLISB may disclose your personal data to the Scheme Operator, Billers, Biller Banks and other Payer Banks;
- (d) You shall notify us if any of your personal information is inaccurate, changes and you consent that the updated personal information is disclosed to all Participants in the JomPAY Bill Payment Facility for the purpose of Clause 19 (c) above; and
- (e) That if your personal data is not disclosed to the parties specified in Clauses 19 (c) and (d) above, it will not be possible to process your requested payment(s) or use the JomPAY Bill Payment Facility.

20.0 Consent to Process Personal Information

You hereby agree and consent to the holding, collection and use of all personal data provided to HLBB/HLISB by you or acquired by HLBB/HLISB from the public domain, as well as personal data that arises as a result of the provision of the Services to you in connection with your Account and/or Third Party Account(s) in accordance with the Privacy Policy of HLBB/HLISB as may be amended from time to time.

21.0 Reconstruction of HLBB/HLISB

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

22.0 Enquiries and Dispute Resolution

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

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

PFS Digital, Hong Leong Bank,
Level 23A, Menara Hong Leong,
No. 6, Jalan Damanlela, Bukit Damansara,

50490, Kuala Lumpur, Malaysia.

Websites: www.hlb.com.my / www.hlisb.com.my / www.hongleongconnect.my /
www.machbyhongleongbank.com

22.3 In the event you wish to report an unauthorised transaction effected on your Account, you are 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:

- (a) Your name;
- (b) Details of the Account affected by the disputed transaction;
- (c) Date of the disputed transaction;
- (d) Amount of the disputed transaction; and
- (e) The reason(s) why you believe that the transaction is unauthorized or is a disputed transaction.

23.0 Unauthorised / Fraudulent Instructions and Security Breaches

23.1 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 you in the event that:-

- (a) you have acted fraudulently;
- (b) you have failed to carry out the following obligations:-
 - i. to safeguard your sensitive personal banking information such as your Security Codes, Security Picture and Security Questions 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 your 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 you change the Password, check your banking information and balances periodically and to keep sensitive banking information, Security Codes, Security Picture, Security Questions and security devices secure at all times;
 - iv. to report a breach or a suspected compromise of security as soon as possible regardless of your location after becoming aware of the breach or loss, either verbally or in writing to HLBB/HLISB's Customer Service (**as set out in Clause 22.1 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 22.3** herein.

23.2 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 you if you 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.

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

24.1 The fees and all other monies to be paid by you to HLBB/HLISB in relation to **Connect** including any amount representing reimbursements to be paid by you 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.

24.2 In the event you are required by law to make any deduction or withholding from the fee and/or all other monies payable to HLBB/HLISB in relation to **Connect** in respect of any Tax or otherwise, the sum payable by you in respect of which the deduction or withholding is required shall be increased so

that the net 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.

24.3 You shall in addition to the fee and 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 you directly to any Appropriate Authority, which you shall remit directly to the Appropriate Authority.

24.4 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 **Connect** by HLBB/HLISB, a corresponding adjustment may at HLBB/HLISB's discretion be made as between HLBB/HLISB and you and in such event, any payment necessary to give effect to the adjustment shall be made.

24.5 All Tax as shall be payable by you to HLBB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLBB/HLISB.

24.6 You hereby agree 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 this Agreement, you agree to provide its fullest cooperation to HLBB/HLISB in assisting HLBB/HLISB in complying with its obligations under the relevant laws

24.7 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 have been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

25.0 Governing Law

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

26.0 Amendments

HLBB/HLISB reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving you prior notice and you shall be bound by such variations, modifications, deletions or additions upon the date specified by HLBB/HLISB in such notice. In the event you are not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, you may terminate your use of **Connect** in accordance with Clause 15.3 herein. Your continued access and/or use of the relevant Service available in **Connect** to which such variation, modification, deletion or addition relates shall be deemed as your agreement and binding acceptance of the same.

27.0 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, HLBB/HLISB shall notify you through HLBB's/HLISB's website or in any other manner as HLBB/HLISB deems fit.

The following terms and conditions will apply when you use the JomPAY Bill Payment Facility via **Connect** to make payments and purchases to Billers within Malaysia which are registered under the Scheme. For the purposes of this Clause 27, the term "Customer" shall mean Billers, Payers and other clients of a Participant.

27.1 Payments

27.1.1 The following information must be provided to HLBB/HLISB by you 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.

27.1.2 HLBB/HLISB will then debit the account specified by you with the amount of the Payment Instruction to the-Biller.

27.1.3 You hereby acknowledge that HLBB/HLISB is not obliged to effect a payment if you do not give HLBB/HLISB all information required or if any of the information given is inaccurate.

27.1.4 HLBB/HLISB will not accept orders to stop Payment Instructions once you have 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.

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

- Payment made before 17:00 on a business day will be processed within the same day.
- Payment made after 17:00 on a business day will be processed the next business day.
- Payment made on a public holiday or on a non-Business Day or after the Payment Cut-off Time on a Business Day will be processed the next business day.

27.1.6 You should notify HLBB/HLISB immediately if you become aware that you have made a mistake (except for underpayment) when instructing HLBB/HLISB to make a payment, OR if you did not authorise a payment that has been made from your account. Any recovery of funds for such payments shall be made in accordance with the terms set out in Clause 27.3 herein.

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

27.1.8 HLBB/HLISB will notify you of the status of the JomPAY Payment Instructions including the reasons of rejected or failed "Payer-not-present" payment instructions. However, you have the option not to receive these notifications upon request.

27.1.9 For avoidance of doubt, no refunds will be made through JomPAY for disputes that you 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 you are to resolve all such disputes or complaints with the Biller directly.

27.2 Payment Cut-Off Time

27.2.1 If you give 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.

27.2.2 The Payment Cut-Off Time shall be made available to you at HLBB's website at www.hlb.com.my and HLISB's website at www.hlisb.com.my

27.3 Recovery of Funds and Liability for Payments

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

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

27.3.2 Subject to Clause 27.3.1, HLBB/HLISB will attempt to rectify any such matters in relation to Mistaken Payment Instructions made by you, 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 your 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 your account before initiating a recovery of funds request.

27.3.3 Any request for recovery of funds made on your behalf for Mistaken Payments mentioned in **Clause 27.3.3** or Erroneous Payments shall be processed in accordance with **Clause 27.4** herein. Subject to **Clause 27.4**, HLBB/HLISB will work with the Affected Participant to request and recover the funds on your behalf.

27.3.4 All enquiries or complaints raised by you 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.

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

27.3.6 Subject to **Clause 27.4** herein (for requests of funds made by Payer Bank), HLBB/HLISB is entitled to debit your account for funds credited into your account due to the following payments made by persons other than you:

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

27.4 Erroneous Payment Instruction/Mistaken Payment Instruction

27.4.1 You 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 (20) 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 your 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;
- (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 your account within eleven (11) 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 sufficient balance in the Affected Bank Customer's account;
- (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 your 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;
- (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.

27.4.2 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 your payment channels and initiates Payment Instructions without authorisation from you;
- (b) You are misled into making a Payment Instruction that benefits a party other than the party intended by you. 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) You 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 are responsible for Erroneous Payments described above, HLBB/HLISB shall reverse out all debits erroneously posted to your account.

27.4.3 You 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 27.4.3 (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 your account within four (4) 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 27.4.1 (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 27.4.1 (c)** herein.
- 27.4.4 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.
- 27.4.5 You acknowledge 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 you and that Biller.

27.5 Unauthorised Payment Instruction and Fraudulent Payment Instruction

- 27.5.1 HLBB/HLISB shall upon receiving a report from you, 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 your 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 occurred or fourteen (14) Business Days has lapsed, HLBB/HLISB shall initiate a Reversal process whereby all debits posted to your 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.
- 27.5.2 For Fraudulent Payment Instruction, HLBB/HLISB shall upon receiving report from you alleging that a Fraudulent Payment Instruction was made, or becoming aware of any Fraudulent Payment Instruction originating from HLBB/HLISB, remit the funds into your 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 your 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.

27.5.3 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.

27.5.4 No chargeback rights will be available under the Scheme and will not be applicable for Payments made using Credit Cards and Debit Cards.

27.5.5 You 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 you.

27.6 Batch Payments

27.6.1 Subject to HLBB/HLISB's agreement, you are allowed to intake Batch Payment if:

- (a) you are making Batch Payment on your own behalf; or
- (b) you are making Batch Payment on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers.

27.6.2 You are allowed to do Batch Payment by debiting your Account or Credit Card or Debit Card account(s) held with HLBB/HLISB, as the case may be.

27.6.3 You warrant to HLBB/HLISB that:

- (a) such Batch Payment is made on your own account as a Payer, or as Payer in the ordinary course of its business makes multiple payments on your own behalf, or on behalf of your related entities to discharge the entities' debts, or debts of the said entities to one or more Billers and not for the benefit of other persons; and
- (b) such Batch Payment is made not for the purpose of carrying on business of making payments through the Scheme using Batch Payment method.

27.6.4 All other provisions contained in these Terms and Conditions shall also apply to Batch Payment.

27.7 Payment Queries

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

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

27.7.3 You also have 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.

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

27.8 Suspension

27.8.1 HLBB/HLISB may suspend your right to use the Scheme at any time in the circumstances specified in **Clause 15.0** of these Terms and Conditions.

27.9 Biller Cannot Process Payment

27.9.1 If HLBB/HLISB is informed that payment by you cannot be processed by a Biller, HLBB/HLISB will:

- (a) inform you about this; and
- (b) credit your Account with the amount of the payment.

27.10 Account Records

27.10.1 You must check your Account and immediately report to HLBB/HLISB as soon as you are aware of any errors or of any payment(s) that you did not authorise or you think were made by someone else without your permission.

27.11 Inconsistency

27.11.1 In the event of any inconsistency between the Terms and Conditions and this **Clause 27**, the provisions of this Clause 27 shall prevail to the extent of such inconsistency.