

TERMS AND CONDITIONS
FOR HL BANK BUSINESS INTERNET/ELECTRONIC BANKING - HLB CONNECTFIRST ("HLCF")

TERMS AND CONDITIONS

The following set out the terms upon which HL Bank ("HLBS") will provide HLB ConnectFirst to HL Bank's Business and Corporate Banking customers ("Terms and Conditions").

Please read and understand these Terms and Conditions. By using and continuing to use HLB ConnectFirst, HLBS' Business and Corporate Banking customer ("Customer") represents, warrants and undertakes that the Customer has read, understood and agrees to be bound by these Terms and Conditions and any additions or amendments as may be made thereto by HLBS at any time. If the Customer does not accept any or all of these Terms and Conditions, the Customer may terminate its access to HLB ConnectFirst in accordance with Clause 12.3 and immediately discontinue all access of HLB ConnectFirst.

These Terms and Conditions are also to be read together with the terms of use of the Website ("Conditions of Access"). These Terms and Conditions shall prevail to the extent of any conflict between these Terms and Conditions and the Conditions of Access.

(A) GENERAL TERMS AND CONDITIONS

1. Definitions & Interpretation

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

"ABC Policy"	means the Hong Leong Bank Group ("HLBG") Anti-Bribery and Corruption Policy which is available at the Website. found at < https://www.hlb.com.my/en/personal-banking/about-us/anti-bribery-and-corruption-policy.html >
"Account(s)"	means the banking account or accounts which the Customer has or may have with HLBS linked to HLB ConnectFirst at any time and Accounts shall refer to one or more accounts as the context shall require.
"Affiliates"	means any entity, company, corporation or institution which may offer products, services, content or information on HLB ConnectFirst from time to time.
"Anti-Bribery Laws"	means the laws, statutes, regulations, rules and orders that relates to Bribery or Corruption.
"Appropriate Authority"	means any government or taxing authority.
"Authorised Person"	mean the person or persons authorised by the Customer (whether alone or jointly with any other person or persons) to operate the Account(s) and issue Instructions to HLBS and use the Security Device (or Security Devices if more than one Authorised Person) on behalf of the Customer through HLB ConnectFirst or to execute any documents on behalf of the Customer and shall include such persons which the Customer may include or substitute from time to time.

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"Bank"	has the meaning given to it in the Banking Act (Chapter 19).
"Bill"	means an itemised statement of money owed, or a request to pay, for purchase of goods, provision of services and/or any other business transaction.
"Biller"	means Government agencies, statutory bodies, sole proprietor or partnership businesses, a company or an organisation, societies.
"Biometric Recognition Service"	means the service provided by HLBS, where the User may use his/her Unique Biometric Identifier stored on the equipment from which the User accesses and/or uses HLB ConnectFirst to access the Service.
"Bribery"	means "gratification" as defined under the PCA, as may be amended from time to time, and shall include but not be limited to money, donation, gift, loan, fee, reward, valuable security, property or interest in property, agreement to give employment contracts or other contracts, agreement to render services in any capacity, securing an unfair advantage or unlawful gain, discount, commission, rebate, bonus or any other service or favour.
"Business ID"	means the unique identification number issued by HLBS to the Customer, which, together with the Password shall be used to gain access to HLB ConnectFirst.
"Business Day"	means a day, other than a Saturday, Sunday or gazetted public holiday, in which banks are open for business in Singapore and Malaysia.
"Corruption"	means the act of accepting gratification; giving or accepting gratification by agent; intending to deceive principal by agent; corruptly procuring withdrawal of tender; bribery of officer of public body; bribery of foreign public officials; using office or position for gratification and any other acts described in the PCA as may be amended from time to time.
"Customer"	mean a party who maintains an Account with HLBS and is registered with HLBS for HLB ConnectFirst, which expression shall include its Authorised Persons and successors-in-title.
"Erroneous Payment"	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.

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"e-Token"

means an electronic token application installed on the Customer's User's mobile devices for login and transaction authentication purposes, and which may include the Biometric Recognition Service.

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"End User(s)"	means any one or more of the Customer's authorised servants, employees and/or agents which the Customer has grouped under a Business ID and has been assigned a User ID by the Customer to access to HLB ConnectFirst for and on behalf of the Customer.
"Fraudulent Payment Instruction"	means a Payment which has been induced by dishonest or fraudulent means and which the Payer requests be refunded. It includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller
"HLB ConnectFirst"	means the internet/ electronic banking facilities and/or services provided by HLBS for business banking customers and such other services which may be known by any other name, as may be added, withdrawn, varied or replaced by HLBS at any time which enable the Customer to perform banking services through the internet.
"HLBS"	means HL Bank Singapore and includes all its successors-in-title and assigns.
"HLBS Whistleblowing Policy"	<p>means the HLBS Whistleblowing Policy or such policies and/or procedures by whatever name called in relation to whistleblowing as may be amended from time to time, setting out HLBS' commitment to good business ethics and integrity, pursuant to which employees of HLBS, as well as persons providing services to, or having a business relationship with HLBS, are required to raise any concerns about any improper conduct or wrongful act that may adversely impact HLBS, including but not limited to:</p> <ul style="list-style-type: none">(a) any criminal offences, including fraud, corruption, bribery and blackmail;(b) any failure to comply with legal or regulatory obligations; and(c) any concerns about malpractice.
"IBG"	refers to Interbank GIRO (IBG)., IBG is an arrangement to make payments directly to a billing organisation in connection with any outstanding bills.
"Instructions"	means any application, authorization, instruction, mandate or request issued by the Customer to HLBS to carry out any one or more of HLB ConnectFirst services.
"Malware"	means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering scams which utilise computer

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	software or telecommunications to obtain personal data or any other personal information for malicious or fraudulent purposes.
"Mobile Network Service Provider"	means any of the registered telecommunication network service providers providing mobile communication/ phone services.
"Network Service Provider"	means any internet service provider or commercial online service provider providing connection to the Internet.
"OTP"	means "One Time Password." It is a unique string of numbers that needs to be entered to perform online banking transactions or access your account details in HLB ConnectFirst.
"PCA"	means the Prevention of Corruption Act (Chapter 241) of Singapore and, if applicable, the Corruption, Drug Trafficking and other Serious Offences (Confiscation of Benefits) Act (Chapter 65A) of Singapore and the Penal Code (Chapter 224) of Singapore.
"Personal Data"	means personal data as defined under the Personal Data Protection Act 2012
"Privacy Notice"	means the HL Bank Privacy Policy found at < https://www.hlbank.com.sg/content/dam/hlb/sg/docs/Footer/privacy_policy.pdf >
"Password(s)"	means (a) a unique string of alphanumeric characters issued by HLBS to the Customer via PIN Mailer to gain access to HLB ConnectFirst; and/or (b) a unique string of alphanumeric characters chosen by the User, which are known only to the respective User which HLBS will authenticate together with the User ID and/or the Business ID to gain access to HLB ConnectFirst.
"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.
"Paying Bank"	means the account holding bank of the Payer's accounts.
"Payment Cut-Off Time"	means the time at which the Bank will stop crediting same-day deposits as notified by the Bank to the Customer from time to time.
"Payment Date"	mean the date the Customer Account is debited for payments effected by the Customer.
"Payment Instruction" or "Payment" or "Pay"	an order from a Payer to its Paying Bank directing the Paying Bank to: a) draw funds from the Payer's bank account; and

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- b) transmit an IBG entry to transfer funds to the Biller Bank to pay a Biller for a Bill.

"Physical Token"	mean a physical token device issued by HLBS to the Customer for login and transaction authentication purposes.
"PIN Mailer"	means the document containing the Password to access to HLB ConnectFirst as issued by HLBS to the Customer.
"Push Notification"	means a message, including any data or content, which is transmitted as part of the Service and delivered to the User's equipment from which the User accesses and/or uses HLB ConnectFirst.
"Related Business Account(s)"	means any and all accounts that any of the Customer's Affiliate maintains with HLBS and for which HLB ConnectFirst Services are provided to such Customer's affiliate. The Related Business Account(s) may be handled from time to time by the Customer by prior written notice to HLBS provided that HLBS has received the written authorisation of the relevant Customer's Affiliate in accordance with the constitution of the Customer's Affiliate and all other relevant supporting documents required by HLBS.
"Reversal"	<p>means a transaction that:</p> <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; andc) 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).
"Service"	refers to the relevant HLB ConnectFirst service as the context may require.
"Security Device"	means the Physical Token or e-Token provided by HLBS to the Customer to obtain OTPs to perform online banking transactions or access account details via HLB ConnectFirst.
"Security Codes"	means the security credentials used to identify the Customer and/or User when the Customer and/or User accesses and utilise HLB ConnectFirst, which includes, as applicable to the context, the Biometric Recognition Service, the Authorizer ID, Administrator ID, Company ID, User ID, Passwords, codes generated by the Security Device or such other devices approved by HLBS and any other security codes that HLBS may issue/implement from time to time with prior notice to the Customer.

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"System Administrator(s)"

means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system administrator to perform system and User maintenance within HLB ConnectFirst.

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“System Authoriser(s)”	means the authorised representative of the Customer who is authorised by the Customer to act on behalf of the Customer as the system authorizer to approve the system and User maintenance within HLB ConnectFirst.
“Tax”	means any present or future, direct or indirect, Singapore or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including without limitation, any consumption tax such as the goods and services tax (“GST”) and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.
“Trade Services”	refers to the services made available online via HLB ConnectFirst for in the form of a Trade Enquiry in respect of trade products, facilities and transactions that are tailored to meet financial requirements for either domestic or international trade-related activities.
“Transactions”	means the transactions made available through HLB ConnectFirst at any time.
“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.
“Unique Biometric Identifier”	means any facial scan, fingerprint or other unique biometric identifier as HLBS may in its sole discretion and from time to time, prescribe as an acceptable method of identification.
“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.
“User”	means System Administrator, System Authorizer and / or any End User(s) of the Customer duly authorised by the System Administrator and/or System Authoriser and who has been assigned a User ID by the Customer to access HLB ConnectFirst.
“User ID”	means a unique name made up of a string of alphanumeric characters issued by HLBS to the User, which must be keyed in by the User together with the Security Codes and Business ID in order to access HLB ConnectFirst.

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"User Guide"

means the guide or guides issued by HLBS to the Customer containing operating instructions for access to HLB ConnectFirst and the services made available through HLB ConnectFirst and

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shall include any amendments, variations and other user guides as may be issued by HLBS from time to time.

"Website" means HLBS website at <<https://www.hlbank.com.sg>>

1.2 Interpretation

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

2. Use of HLB ConnectFirst

- 2.1 HLB ConnectFirst is provided to the Customer on these Terms and Conditions and the applicable terms and conditions for the Account(s). If there is any inconsistency between the terms and conditions for the Account(s) and these Terms and Conditions, these Terms and Conditions published shall prevail to the extent of such inconsistency.
- 2.2 HLBS reserves the right to amend, add to or delete any or all of these Terms and Conditions and/or vary or terminate all or any part of or the scope of the banking services provided through HLB ConnectFirst at any time at its absolute discretion with prior notice to the Customer (unless stated otherwise herein). The continued use of HLB ConnectFirst shall be deemed as acceptance and receipt by the Customer of the changes in these Terms and Conditions save for those changes or variations that require express consent and acceptance by the Customer.
- 2.3 Where HLBS offers new or additional banking services to the Customer through HLB ConnectFirst, it shall provide prior written notice to the Customer and may prescribe such additional terms and conditions (if any). The Customer's acceptance in the manner prescribed by HLBS and continued use of HLB ConnectFirst shall indicate that the Customer agrees with these Terms and Conditions as amended by such additional terms and conditions (if any) as may be prescribed by HLBS from time to time.

3. Customer's Responsibilities

Security Details

- 3.1 The Customer agrees to take and shall procure that each User shall take all precautions to safeguard the Physical Token, mobile device used to access the e-Token and Security Codes. The Customer shall also prevent any unauthorized or fraudulent use of HLB ConnectFirst using measures including but not limited to the following:-
 - (a) to keep the Security Codes secret at all times and not disclose the Security Codes or cause the Security Codes to be disclosed to any third party;
 - (b) that the equipment from which the User accesses and/or uses HLB ConnectFirst will not allow recording of the User's activities and that the necessary anti-spyware and firewalls are installed;
 - (c) that the User is always logged in to the correct URL as notified by the bank;

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- (d) that the User is not to utilise HLB ConnectFirst through Internet cafes or any public places offering Internet services;
- (e) to the changing of the Password(s) on a periodical basis or when requested to by HLBS from time to time;
- (f) that the Security Codes should not be written down in any form or manner which may be deciphered by anyone. Any advice sent by HLBS to the Customer containing any Security Codes must be destroyed immediately after the Customer has received and read them;
- (g) to inform HLBS immediately if there is any suspicion that any Security Codes has been disclosed to a third party and/or if the Token or mobile device used to access the e-Token is lost or misplaced by the Customer, to enable HLBS to prevent fraudulent or unauthorized use of HLB ConnectFirst;
- (h) to ensure that the Customer is properly logged off at the end of each session or not leave the computer terminal unattended;
- (i) that the Security Device and Security Codes are issued solely for the Customer or its User(s)' use and shall not be transferred, pledged or otherwise used as security in any form nor shall the Customer or its User(s) part with the use of the same to any other person;
- (j) remove access rights and notify HLBS immediately of any actual or suspected impropriety on the part of any User in connection with the Services or where a User is no longer authorised to use the System due to leaving employment or otherwise;
- (k) shall NOT register any third party(ies)'s biometrics in the User's mobile device registered with the HLBS e-Token, as it will be recognised by the mobile device as the User's biometrics. By doing that, such third party(s) will be able to access the e-Token application. HLBS shall not be held responsible for such access and/or any losses or damages incurred by the Customer and/or its User as a result of such third-party access.

3.2 The Parties agree that the Security Device and Security Codes, which are issued to the Customer or its User(s) shall remain the property of HLBS. Upon termination of HLB ConnectFirst, the Security Device and Security Codes shall be rendered immediately unusable.

3.3 The Customer shall immediately inform HLBS in writing:

- (a) if the Customer knows or suspects that any Physical Token and/or the mobile device used to access the e-Token is lost or if the Security Codes is exposed to any third party, in which event the Customer shall immediately make a request a new Physical Token or in the case of an e-Token, reset their pin and/or Security Codes or change the Security Codes, as the case may be, to protect the Customer's own interest; or
- (b) if the Customer becomes aware or suspects that there is unauthorized access and/or use to HLB ConnectFirst;
- (c) if the Security Device is faulty or is not working for any reason; or
- (d) upon receipt of any data or information which is not intended for the Customer.

The Customer acknowledges that HLBS shall not be held responsible or liable for any loss or damages suffered due to any unauthorised transactions carried out through the use of Security Codes due to the Customer's failure to report a breach or suspected compromise of security immediately upon discovery of such breach or compromise, unless it is due to HLBS gross negligence or wilful default.

3.4 HLBS shall at its discretion be entitled to deactivate or revoke the use of any Security Device and/or Security Codes at any time with notice to the Customer and/or the User. HLBS may in its absolute discretion re-activate or re-issue any Security Device and/or Security Codes in order for the Customer to resume its access and/or use of HLB ConnectFirst. All costs and charges incurred in issuing, re-activating or re-issuing any Security Device and/or Security Codes shall be borne by the Customer if the deactivation or revocation is caused by the breach of any of the Terms and

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Conditions by the Customer, and may, as HLBS deems fit, be automatically debited from the Account(s) designated by the Customer.

The Customer must follow any other security rules prescribed by HLBS whether in the Website, under any other agreement with HLBS, or otherwise notified to the Customer by HLBS in any other way.

User Guide

3.5 The Customer agrees to read and understand the User Guide before attempting to use HLB ConnectFirst.

4. Operation of HLB ConnectFirst

Access and/or use to HLB ConnectFirst

4.1 Upon approval by HLBS of the Customer's application for HLB ConnectFirst, the Customer will be issued with a Security Device and/or Security Codes-in accordance with Clause 6 of these Terms and Conditions.

4.2 The Customer shall use the relevant Security Codes provided or as mandated by HLBS to sign on to HLB ConnectFirst in accordance with the prescribed procedures in the User Guide. Through the appointment of System Administrator and System Authorizer, as well as the creation of the End User(s) by System Administrator and System Authorizer, the Customer authorizes the Users to act for and on behalf of the Customer for the purposes set forth under or pursuant to these Terms and Conditions. The Customer shall ensure that all User(s) comply with all of the Customer's obligations under these Terms and Conditions and the Customer shall be liable for and be bound by all the User(s)' acts and any failure, neglect or omission to comply with such obligations, regardless whether HLBS may have been advised of any such acts or omissions.

4.3 The User shall take all necessary steps to allow the Service to send Push Notifications to the equipment from which the User accesses and/or uses HLB ConnectFirst, including enabling Push Notifications.

4.4 To use Biometric Recognition Service, the Customer will have to ensure the following:

- (a) be a valid User of the Service;
- (b) be registered for Biometric Recognition Service as required by HLBS; and
- (c) have at least one Unique Biometric Identifier registered with the Service.

4.5 The Customer acknowledges and agrees that upon the successful registration with Biometric Recognition Service, any Unique Biometric Identifier stored on the equipment from which the User accesses and/or uses HLB ConnectFirst can be used to access the Service. Each time any Service detects the use of the Unique Biometric Identifier to access the Service or authorize transactions, the Customer is deemed to have assessed the Service or instructed HLBS to perform such transactions, as applicable.

4.6 The Customer acknowledges and agrees that, for the purposes of the Biometric Recognition Service, the Service will access the Unique Biometric Identifier registered in the equipment from which the User accesses and/or uses HLB ConnectFirst, and the Customer hereby consents to HLBS accessing and using such information for the provision of the Biometric Recognition Service.

4.7 The Customer acknowledges that the authentication is performed by the Service by interfacing with the Unique Biometric Identifier authentication module on the equipment from which the User accesses and/or uses HLB ConnectFirst, and that the Customer agrees to the authentication

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process.

Service Availability

4.8 HLBS makes no representation or warranty that HLB ConnectFirst (or any part thereof) provided under the Website will be available at the time stated on the Website. HLBS-reserves the right to vary the availability of HLB ConnectFirst and any banking services at any time with prior notice to the Customer.

4.9 In the event of any failure or disruption in HLB ConnectFirst (or any part thereof), the Customer may still carry out any proposed Transactions by way of other service delivery channel (E.g.: Branch submission) offered by HLBS.

4.10 In the event that Customer elects to proceed with any Transactions or issue any Instructions via other service delivery channel, the Customer shall ensure that it has taken reasonable steps to ensure that proper security and procedures are maintained at the Customer's end as to the generation and transmission of any information relating to such Instruction or Transaction, and if such information is transmitted to HLBS electronically, to ensure that such information is not tampered with and is encrypted prior to forwarding it to. HLBS shall not be liable for any unauthorized changes or tampering of the information supplied in relation to any Transaction or Instruction.

Uploading of Files to HLB ConnectFirst

4.11 The Customer shall take all proper and reasonable steps to ensure that any files or documents supplied to HLBS through HLB ConnectFirst is not damaged, defective and/or will not malfunction. HLBS shall reserve the right to reject any Transaction if the relevant files or documents supplied

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through HLB ConnectFirst does not conform to the standard format as specified by HLBS from time to time.

Limits on Accounts' Balance

- 4.12 HLBS shall be entitled to require the Customer to maintain a minimum balance in any Account as may be informed by HLBS to the Customer from time to time and at any one time, failing which HLBS may impose a penalty, suspend or terminate the Customer's utilisation of HLB ConnectFirst by providing prior notice the Customer.

Sufficiency of Funds

- 4.13 The Customer shall ensure that sufficient funds are maintained in the Account(s) or Related Business Account(s) for the purpose of making payments through the use of HLB ConnectFirst at least one (1) Business Day before the date of submission of the Instruction(s). HLBS shall not be obliged to carry out any Instruction unless and until the Account(s) or the Related Business Account(s) have sufficient funds to transfer or pay the relevant amount(s) and applicable service fees or charges, commissions and other charges. HLBS shall not be liable for any loss, damages, claims and costs suffered or incurred by the Customer nor any of its third party recipients for not being able to proceed and carry out any Instruction received due to insufficient funds in the Account(s) and Related Business Account(s).

- 4.14 The Customer acknowledges that it shall be responsible to ensure that all its Account(s) and Related Business Account(s) have sufficient funds for payments to be effected.

Limits

- 4.15 HLBS may from time to time, impose or revise limits on the transfer, payment and number of Transactions executed at any one time, by giving prior written notice to the Customer.

5. Instructions

Effect of Instructions

- 5.1 All Instruction(s) shall be effected using the Security Codes in accordance with HLBS procedures and any applicable laws from time to time. HLBS may treat such Instructions received by HLBS as instructions properly authorised by the Customer, and HLBS shall be under no obligation to check the identity of the persons giving or appearing to be giving them, nor will HLBS be responsible in ensuring the authenticity of the Instruction, authenticity of the person giving the Instructions or for unauthorised Instructions given.
- 5.2 Any Instructions transmitted or received by HLBS 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 is stated on the Website and transactions may be varied by HLBS from time to time after giving prior notice to the Customer.
- 5.3 The Customer acknowledges that certain Instructions may only be processed after the Customer has submitted and HLBS has received the original signed copy of the Instructions, and Customer shall be notified as such requirement.
- 5.4 The Customer is responsible for the authenticity, accuracy and completeness of the Instructions and ensuring that the Instructions are transmitted correctly. HLBS shall not be liable for any loss or delay where the Instructions are inaccurate and incomplete.

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- 5.5 HLBS reserves the right not to comply with the Customer's Instructions if they are inconsistent with HLBS' policy or rules and regulations in force for the time being.
- 5.6 All Instruction(s) effected (whether authorised or not) through the User(s) of the Security Codes shall be binding on the Customer once transmitted to, notwithstanding any error, fraud or forgery and the Customer agrees that HLBS shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of any or all such Instructions effected.
- 5.7 The Bank shall not be responsible for any losses or damages arising from not carrying out the Instruction received by the Bank from the Customer whether relating to the Account(s) and Related Business Account(s) (where applicable) if the Instructions are transmitted or received after the cut-off time.

Instruction Processing

- 5.8 HLBS will process the Instruction and any information relating to such Instruction submitted based on the Payment Date.
- 5.9 Transaction will also be transmitted to clearing houses on the relevant cut-off time.
- 5.10 The Customer shall ensure that all information provided in the Instruction are accurate and correct. The crediting to beneficiary's account will be based on the information provided and the applicable validation rules of respective clearing houses.

Instructions Cancellation

- 5.11 If the Customer is required by HLBS to amend or vary any information in an Instruction, any such amendment or variation is to be forwarded to HLBS before the relevant processing cut off time.
- 5.12 HLBS may, with prior notice to the Customer, impose an instruction-change fee (which sum shall be decided by HLBS in its absolute discretion) for any amendment, revocation, cancellation or variation of Instructions as contemplated in this Clause 5 herein and the Customer hereby agrees to pay HLBS the same and further authorises HLBS to debit such fee from the relevant Account(s) or Related Business Account(s).
- 5.13 Notwithstanding anything in this Agreement and for the avoidance of doubt, HLBS shall act on the cancellation or amendment of Instruction on a best effort basis and provided payment has not been initiated or processed, HLBS shall not be held liable for any loss, damage and/or costs incurred or suffered by the Customer due to HLBS being unable to cancel, revoke, vary or amend the Instruction.

Discrepancies

- 5.14 The Customer is responsible for regularly checking and carefully monitoring the Accounts or Related Business Account and check the balances each time prior to and after issuing any Instructions to HLBS. The Customer shall immediately inform HLBS of any inaccuracy or irregularity in any of the Customer's Accounts or Related Business Account.
- 5.15 The Customer hereby agrees that unless the Customer notifies HLBS of any discrepancies by the Business Day immediately following the issuance of an Instruction, the entries in the report and status of inquiry of Transactions shall be deemed correct, final and conclusive and binding on all parties as evidence of a Transactions effected by the Customer.

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- 5.16 HLBS shall not be liable to the Customer for any loss and damage suffered by the Customer arising from or in connection with the Customer's failure or delay to notify HLBS of any discrepancies in accordance with Clause 5.13 above.

Notification to HLBS

- 5.17 It shall be the Customer's responsibility to notify HLBS immediately:
- (a) Upon receipt of incomplete, garbled or inaccurate data or information from HLBS of any and all Instructions, Transactions or other use under HLB ConnectFirst; or
 - (b) Upon becoming aware, or where the Customer suspects or has any reason to believe that any Instruction(s) sent by the Customer has not been received by HLBS or is unauthentic, incorrect, incomplete or inaccurate including without limitation any mistaken, fraudulent or unauthorised payments from or to the Account(s) and/or Related Business Account(s).
- 5.18 HLBS is under no obligation to process any Instruction (or part thereof) received and may reject or delay processing of the same without any liability whatsoever accruing to HLBS, including without limitation in the following events:
- (a) the Instructions appear to HLBS to be unauthentic, incorrect, inaccurate, incomplete, garbled or corrupted;
 - (b) the Account(s) or Related Business Account(s) to which the Instructions related is frozen, closed or suspended or the Customer has entered an incomplete, incorrect or invalid account number;
 - (c) HLBS knows or has reason to believe that a breach of security, fraud, criminal act, offence or violation of any law or regulation has been or will be committed; and/or
 - (d) The Customer has not complied with these Terms and Conditions, any or all of HLBS procedures or requirements set forth or any notice sent by HLBS to the Customer from time to time.
- 5.19 Without limiting the generality of the foregoing, HLBS shall not be liable for any loss or damage (including without limitation loss of funds) suffered or incurred by the Customer, its subsidiary(ies) and/or any third party as a result of the following:-
- (a) any unauthorised Instructions or Transactions effected using the Security Codes;
 - (b) HLBS refusal to act upon any Instruction(s) given to HLBS pursuant to Clause 5.6 above;
 - (c) HLBS-effecting Instruction(s) without verifying the authenticity, correctness, accuracy and/or completeness of such Instruction(s), although HLBS is entitled at its sole discretion to seek such confirmation from the Customer; and/or
 - (d) the Customer's non-observance of any of the terms and conditions herein.

6. Service Fees, Commissions and Charges

- 6.1 The Customer hereby agrees that HLBS shall be entitled to impose and the Customer agrees to pay, service fees or charges, commissions and other charges in regards to:
- (a) Subscription to HLB ConnectFirst by the Customer;
 - (b) Re-issuing a Security Device at the request of the Customer;
 - (c) the services conducted through HLB ConnectFirst by the Customer; and
 - (d) any other relevant fees and charges as determined by HLBS to the Customer from time to time.

The general fees and charges payable for the HLB ConnectFirst Services are available at the Website, which can be amended from time to time

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6.2 For the purposes of collecting such fees, commissions and charges, the Customer hereby authorizes HLBS to debit the Account(s) designated by the Customer in the relevant HLB ConnectFirst application form. The Customer understands that any suspension and termination by HLBS-of HLB ConnectFirst at any time does not entitle the Customer to any refund of any such fees, commissions and charges.

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

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

7.2 In the event the Customer is required by law to make any deduction or withholding from the services fees, commissions, charges and/or all other monies payable to HLBS under these Terms and Conditions in respect of any Tax or otherwise, the sum payable the Customer in respect of which the deduction or withholding is required shall be increased so that the net handling fee and/or the net amount of monies received by HLBS is equal to that which HLBS-would otherwise have received had no deduction or withholding been required or made.

7.3 In addition to the service fees, commissions, charges and/or all other monies payable, the Customer shall pay to HLBS-all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLBS to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Customer directly to any Appropriate Authority, which the Customer shall remit directly to the Appropriate Authority.

7.4 If at any time an adjustment is made or required to be made between HLBS and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these Terms and Conditions by HLBS, a corresponding adjustment may at HLBS's discretion be made as between HLBS and the Customer and in such event, any payment necessary to give effect to the adjustment shall be made.

7.5 All Tax as shall be payable by the Customer to HLBS as herein provided shall be paid at such times and in such manner as shall be requested by HLBS.

7.6 The Customer hereby agrees to do all things reasonably requested by HLBS to comply with any obligations under applicable legislation(s) under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these Terms and Condition, the Customer agrees to provide its fullest cooperation to HLBS in compliance with obligations under the relevant laws.

7.7 For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these Terms and Conditions has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

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8. Computer Terminals and Computer Network Access

8.1 The Customer is solely responsible:

- (a) to ensure that the computer terminal or any other devices used by the Customer to access HLB ConnectFirst, as well as the related software and hardware meet the minimum requirements specified by HLBS from time to time; and
- (b) for the installation, maintenance and security of the Customer's computer terminal or any other devices accessing HLB ConnectFirst, related software (including the internet browser software) and hardware used to access HLB ConnectFirst, and HLBS shall not be responsible for any loss, damage or expense incurred by the Customer or any third party from any delay, failure, disruption, malfunction or intrusion to the above.

8.2 The Customer understands that access to HLBS's Website and HLB ConnectFirst through a Network Service Provider will be subject to the terms and conditions and fees and charges of the Network Service Provider for which the Customer shall be solely liable.

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

9. Intellectual Property Rights

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

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

10. Liabilities of the Parties

10.1 By using HLB ConnectFirst, the Customer acknowledges and agrees: -

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

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- 10.2 The Customer shall be responsible and liable, without any limit, for the following:-
- (a) any loss or damages suffered for all unauthorized Transactions carried out through the use of the Security Codes until such time when HLBS has received written notification of the same from the Customer;
 - (b) any loss or damages suffered and all risk arising, in the event the Customer do not terminate HLB ConnectFirst in accordance with the relevant procedures set out by HLBS for the use of HLB ConnectFirst;
 - (c) any loss or damage suffered by HLBS as a result of the Customer's breach of or failure to comply with any of these Terms and Conditions.

10.310.3

- (a) Without prejudice to any other provisions contained herein, HLBS shall not be liable to the Customer or any third party for any loss (whether direct or indirect) of profits or business or goodwill or for any indirect or consequential loss or damage whatsoever or howsoever arising from the use of HLB ConnectFirst even if HLBS has been advised of the possibility of such loss or damage or claim by any third party.
- (b) Subject to the provisions herein, HLBS' sole and entire liability to the Customer in contract, tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with these Terms and Conditions or howsoever shall not exceed the amount of the transaction involved which gave rise to the claim or the direct damages sustained, whichever is the lower.
- (c) Each provision of this Clause 10.3 is to be construed as a separate limitation applying and surviving even if for any reason one or the other provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding the termination of the Accounts or HLB ConnectFirst.

- 10.4 Without limiting the generality of Clause 10.3, except for damages arising directly from the wilful default or gross negligence on the part of HLBS, HLBS shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer or any third party by reason or arising from:-

- (a) the Customer's failure to provide accurate, complete and timely Instructions issued to HLBS;
- (b) the Customer's failure to comply with these Terms and Conditions;
- (c) the Customer's inability to perform any of the Transactions due to limits set by HLBS from time to time;
- (d) any error, alteration, destruction of the Instructions, data or information to or from HLBS through HLB ConnectFirst and the Internet;
- (e) any intrusion or attack by any person or party on any hardware, software or system used in relation to HLB ConnectFirst or on the Internet, including but not limited to viruses, Trojan Horses, worms and/or macros or other harmful components or disabling devices that may suspend, disrupt or disable HLB ConnectFirst or any part thereof;
- (f) any restriction or prohibition on the use of HLB ConnectFirst by any laws or regulations of any country from where the Customer accesses HLB ConnectFirst;
- (g) any inaccurate, incomplete or delayed Push Notification;
- (h) any reliance by the Customer or any other party on the content of any Push Notification; or
- (i) in the event HLBS is unable to perform any operations or to provide any of the services on HLB ConnectFirst due to any reason beyond HLBS's control including but not limited to:
 - i. fire, earthquake, landslides, flood, epidemic, natural catastrophe or act of God;
 - ii. accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war;
 - iii. any failure, delay or disruption to telecommunications, electricity, fuel supply or services provided by the Network Service Provider, Mobile Network Service Provider;or

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- iv. order of any government department, agency, other constituted body or any regulatory authority.

11. Indemnity

- 11.1 The Customer undertakes to indemnify HLBS fully and completely and against all claims, demands, actions, proceedings, loss and expenses (including legal costs as between solicitor and own client) and all other liabilities of whatsoever nature or description which may be made taken incurred or suffered by HLBS-in connection with or in any manner arising out of the Customer's use of HLB ConnectFirst (which shall include any acts or omissions of the Users) or the acceptance of any Instructions given by the Customer or (whether authorised or not) through the User(s) or breach by the Customer of any of these Terms and Conditions, including the Customer's failure to protect the Security Codes or failure to use HLB ConnectFirst in accordance with the security rules prescribed by HLBS including installing appropriate firewalls, anti-virus and anti-spyware.

The Customer shall indemnify, defend and hold HLBS harmless from and against any loss or damage suffered due to any claim, demand, or action brought against HLBS resulting from the Customer's negligent and/or fraudulent act.

- 11.2 This Clause 11 shall survive the termination of the Customer's use of and access to HLB ConnectFirst.

12. Suspensions or Termination of HLB ConnectFirst

- 12.1 HLBS may, in its absolute discretion at any time and with prior notice, suspend or terminate the Customer's access to HLB ConnectFirst or any part of Services without being obliged to provide any reason for the same.
- 12.2 Without prejudice to Clause 12.1 above, HLBS reserves the right to take any steps it deems fit including the right to temporarily suspend the Customer's access to HLB ConnectFirst or any part thereof or invalidate any or all of the Security Codes until further verification if HLBS detects potential unauthorised access or if HLBS is notified as such pursuant to Clause 3.3. HLBS will inform the Customer of such suspension or invalidation as soon as practicable, subject to legal and/or regulatory restrictions. The Customer and the User may be issued with a new Security Device and Security Codes once further verification is carried out.
- 12.3 Without limiting the generality of the foregoing, HLBS will automatically terminate the Customer right of access to HLB ConnectFirst should the Customer cease to maintain any Account(s) with HLBS which can be accessed through HLB ConnectFirst or where the Account(s) is/are dormant or if the relevant Account(s) is suspended, restricted or prohibited by HLBS or any third party for any reason.
- 12.4 The Customer may terminate its subscription to HLB ConnectFirst by giving HLBS thirty (30) days written notice. The termination will not be effective until the Customer's notice is duly received and acknowledged by HLBS.
- 12.5 Clauses 9, 10, 11, 12, 13, 14, 16, 17 and 18 shall survive the termination of this Agreement.

13. Severability and Waiver

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- 13.1 If any provision which is determined to be illegal, invalid, prohibited or unenforceable in any respect under law, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions in these Terms and Conditions.
- 13.2 HLBS' acceptance of any of the Instructions or processing of any of the Instructions issued or any waiver by HLBS of any of its rights or any indulgence granted to the Customer shall not operate as consent to the modification of any part of these Terms and Conditions or operate to prevent HLBS from enforcing any of its rights under these Terms and Conditions or the rules and regulations or terms and conditions for the relevant banking services and access to HLB ConnectFirst.

14. Notices

- 14.1 Any notices required to be given by HLBS to the Customer under these Terms and Conditions may be given in any of the following manner:-
- (a) by electronic mail to the Customer's last known e-mail address in HLBS' records and such notices shall be deemed to be received by the Customer after 24 hours from transmission; or
 - (b) by facsimile to the Customer's last known facsimile number in HLBS' records and such notices shall be deemed to have been received by the Customer upon completion of the transmission as evidenced by a fax confirmation slip; or
 - (c) by ordinary post or registered post or courier sent to or left at the Customer's last address registered with HLBS and shall be deemed received by the Customer after five (5) Business Days from date of posting if sent by ordinary or registered post and after two (2) Business Days from date of posting if sent by courier; or
 - (d) by hand delivery, which shall be deemed received by the Customer upon written acknowledgement of receipt by an officer or other duly authorised employee or representative of the Customer; or
 - (e) by displaying the notices at HLBS' branch premises and such notices shall be deemed effective upon such display; or
 - (f) by posting the notice or communication at the Website or in the HLB ConnectFirst webpage, which (if not otherwise stated in the notice or communication) shall be effective and deemed received by the Customer on the date of publication of the notice; or
 - (g) by way of advertisement or general notice in at least one major national newspaper and the notice shall be deemed to be effective from the date of publication or the date specified in the notice, as the case may be; or
 - (h) by Short Messaging System (SMS) to the last known mobile phone number in HLBS's records, and shall be deemed to be received within 24 hours from transmission; or
 - (i) by Push Notification and shall be deemed to be received by the User at the time and date it is despatched.
- 14.2 If Customer wishes to send any notices (except Instructions) to HLBS pursuant to this Terms and Conditions, it may be given in any of the following manner:-
- (a) through HLB ConnectFirst to HLBS and such notices shall only be deemed to have been received by HLBS when confirmation of such notices is given by HLBS via electronic mail or in writing; or
 - (b) by ordinary post or registered post or courier sent to the address stated below in Clause 18.1 and shall be deemed to have been received by HLBS within seven (7) Business Days from date of posting if sent by registered or ordinary post or within two (2) Business Days from date of posting if sent by courier.

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15. Disclosure

The Customer hereby agrees that:

- (a) HLBS' rights to the Customer information and disclosure will be in accordance with HLBS' Privacy Notice;
 - (b) HLBS may use the Customer's transactional information as is necessary to process payment(s);
- For the purposes of disclosure as contemplated in this Clause 15, the Customer hereby represents and warrants on a continuing basis that the Customer has obtained the consent of its authorised representatives for the processing of their personal data in the manner contemplated herein.

16. Reconstruction of HL Bank

The Terms and Conditions 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 HLBS or by any company by which the business of HLBS may for the time being be carried on and shall be available to the company carrying on the business for the time being and the Customer agrees that no such changes shall affect the obligations and liabilities created hereunder in relation to any transaction whatsoever, whether past, present or future.

17. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and the Customer hereby agree to submit to the non-exclusive jurisdiction of the courts of Singapore or the courts of such other competent jurisdiction as HLBS may at its sole discretion elect to submit and the service of any legal process may be affected by any manner permitted by law.

18. Enquiries & Dispute Resolution

- 18.1 Disputes, complaints, report of exposure or theft of any of the Security Codes or for assistance in relation to HLB ConnectFirst are to be directed in writing to:-

Customer Service
HL Bank
1 Wallich Street
#29-01 Guoco Tower
Singapore 078881

- 18.2 In the event the Customer wishes to report an unauthorised transaction effected on the Customer's Account, the Customer is required to provide HLBS with the following information in relation to the disputed transaction in order for HLBS to investigate the matter further:

- (a) the Customer's 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 the Customer believes that the transaction is unauthorised or is a disputed transaction.

19. Unauthorised/Fraudulent Instructions and Security Breaches

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

20. Anti-Bribery, Anti-Corruption and Whistleblowing Undertakings

- 20.1 The Customer hereby acknowledges that HLBS practices a zero-tolerance position towards any form of bribery and corruption in line with its ABC Policy.
- 20.2 The Customer hereby acknowledge and undertake as follows:
- (a) that it has read and understood the ABC Policy;
 - (b) that it shall, and shall cause its Authorized Persons or agents, to comply with the ABC Policy and Anti-Bribery Laws; and
 - (c) to notify HLBS of any non-compliance or attempted non-compliance with the ABC Policy and/or Anti-Bribery Laws by any employee of HLBS or persons associated with HLBS by reporting the same through the HLBS Whistleblowing Policy found at <https://www.hlb.com.my/content/dam/hlb/my/docs/pdf/Personal/Footer/EN/whistleblowing-policy.pdf>.

21. Miscellaneous

- 21.1 If any provision of these Terms and Conditions (or part thereof) is held to be unenforceable, illegal or invalid under present or future laws or regulations effective and applicable during the term of these Terms and Conditions, such provision (or part thereof) shall be fully severable and these Terms and Conditions shall be construed as if such unenforceable, illegal

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or invalid provision had never comprised a part of these Terms and Conditions and the remaining provisions of these Terms and Conditions shall remain in full force and effect and shall not be affected by the unenforceable, illegal or invalid provision or by its severance from these Terms and Conditions.

- 21.2 HLBS reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving the Customer prior notice which shall be effective upon the date specified by HLBS in such notice. In the event the Customer is not agreeable to such variation, modification, deletion or addition to these Terms and Conditions, the Customer may terminate its subscription to HLB ConnectFirst in accordance with Clause 12.4 and immediately discontinue all access to HLB ConnectFirst. The Customer's continued access and/or use of the relevant HLB ConnectFirst Service shall be deemed as the Customer's agreement and binding acceptance of the same.
- 21.3 Failure or delay by either party to insist in any instance on strict conformance by the other to any term of these Terms and Conditions or failure or delay by either party to act in the event of a breach shall not be construed as a consent to or waiver of any subsequent breach of the same or of any other term contained in these Terms and Conditions. A waiver is only effective if it is made in writing.
- 21.4 The Customer acknowledges and agrees that HLBS may subcontract to third parties (including HLBS' subsidiaries or related companies), the provision of HLB ConnectFirst (or any part thereof) and any matters relating thereto. HLBS will remain responsible for the obligations performed by any of its subcontractors to the same extent as if such obligations were performed by HLBS's employees. The Customer agrees that all its Instructions, covenants, representations, warranties, obligations, consents, acknowledgements, authorization and agreements made under and pursuant to these Terms and Conditions shall remain effective, valid and binding on the Customer notwithstanding that HLBS' subcontractor provides HLB ConnectFirst (or any part thereof) on behalf of HLBS.

21.5 Payment Cut-Off Time

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

21.6 Recovery of Funds and Liability for Payments

- 21.6.1 HLBS will rectify an Erroneous Payment made by the Customer ("an Erroneous Payment Instruction") according to these Terms and Conditions provided the following conditions are satisfied:
- (a) the Customer immediately informs HLBS that the Customer becomes aware of any delays or mistakes in processing Payment(s); and
 - (b) HLBS is satisfied that an Erroneous Payment has occurred.
- 21.6.2 Subject to Clause 21.6.3, HLBS will attempt to rectify any such matters in relation to an Erroneous Payment Instruction made by the Customer, in the way described in this clause:
- (a) for misdirected payments, duplicated payments or incorrect Biller Code funds;

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- (b) upon HLBS's satisfaction that the error for incorrect amount payment is caused by the Biller, HLBS shall carry out a Reversal to the Customer's account and submit a request to recover funds to the Biller Bank of the Biller for the error;
 - (c) for payment that is not completed or failed at HLBS' end, HLBS shall credit back the amount of the failed payment upon HLBS' satisfaction that the Payment Instruction failed and was not duly processed at HLBS' end;
 - (d) for payment that is not completed or failed at the Scheme Operator's end or the Biller Bank's end, HLBS shall credit back the amount of the failed payment into the Customer's account before initiating a recovery of funds request.
- 21.6.3 Any request for recovery of funds made on the Customer's behalf for an Erroneous Payment mentioned in Clause 21.6.1 shall be processed in accordance with Clause 21.7 herein. Subject to Clause 21.7, HLBS will work with the Affected Participant to request and recover the funds on the Customer's behalf.
- 21.6.4 All enquiries raised by the Customer regarding an Erroneous 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.
- 21.6.5 HLBS is entitled to debit the Customer's account (for recovery of funds), in the event HLBS did not debit the Customer's account after Payment Instruction has been properly and successfully executed.
- 21.6.6 Subject to Clause 21.7 herein (for requests of funds made by the Paying Bank), HLBS is entitled to debit the Customer's account for funds credited into the Customer's account due to the following payments made by persons other than the Customer:
- (a) Erroneous Payment Instruction;
 - (b) Unauthorised Payment Instruction; and
 - (c) Fraudulent Payment Instruction.

21.7 Erroneous Payment Instruction

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

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- (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 the Erroneous Payment Instruction, HLBS shall proceed with the recovery of funds and remit the funds into the Customer's account within fifteen (15) Business Days, if the following conditions are met:
 - i. The Affected Participant is fully satisfied that funds were erroneously credited to the Affected Bank Customer's account; and
 - ii. There is no evidence that the Affected Bank Customer is entitled to the funds in question; and
 - iii. The Affected Bank Customer has given its consent for HLBS to debit his account.

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

- (a) Subject to Clause 21.7.2 (b), if the request is received within twenty-one (21) Business Days from date of Erroneous Payment Instruction, HLBS shall proceed with the recovery of funds and remit the funds into the Customer's account within one (1) Business Day:
 - 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. There is sufficient balance in the Affected Biller's account to cover the recovery amount; and
 - iv. The Affected Participant shall give written notification to the Affected Biller before debiting its account.
- (b) 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, the recovery of funds shall be processed in accordance with Clause 21.7.1 (b) herein.
- (c) 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; the recovery of funds shall be processed in accordance with Clause 21.7.1 (c) herein.

21.7.3 Notwithstanding the aforesaid, if the funds for Erroneous Payment 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.

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

21.8 Unauthorised Payment Instruction and Fraudulent Payment Instruction

- 21.8.1 HLBS shall upon receiving a report from the Customer, alleging that an Unauthorised Payment Instruction was made, or upon becoming aware of any Unauthorised Payment Instruction originating from HLBS, remit the funds into the Customer account within one (1) Business Day from date of receipt from the Biller, if the following conditions are met:
 - (a) HLBS shall conduct an investigation and determine within fourteen (14) Business Days, if the Unauthorised Payment Instruction did occur;

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- (b) If HLBS is satisfied that the Unauthorised Payment Instruction did indeed occurred, HLBS shall initiate a Reversal process whereby all debits posted to the Customer's Account arising from the Unauthorised Payment Instruction would be reversed; and
- (c) The Biller Bank has not applied some or all the funds in question for the benefit of the Beneficiary of Fraud.

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

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

21.8.3 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.

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

21.9 Biller Cannot Process Payment

21.9.1 If HLBS is informed that payment by the Customer cannot be processed by a Biller, HLBS will:

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

21.10 Account Records

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

21.11 Inconsistency

21.11.1 In the event of any inconsistency between the Terms and Conditions and this Clause 21, the provisions of this Clause 21 shall prevail to the extent of such inconsistency.

(B) SPECIFIC TERMS AND CONDITIONS OF HLB CONNECTFIRST SERVICE

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

**TERMS AND CONDITIONS
FOR HL BANK BUSINESS INTERNET/ELECTRONIC BANKING - HLB CONNECTFIRST ("HLCF")**

22 Third Party Rights

A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore (as may be amended from time to time) to enforce any of these Terms and Conditions.

25 FORCE MAJEURE

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

26 Indemnity

26.1 The HLB ConnectFirst Service is provided "as is" and "as available". Except as otherwise expressly stated, no implied or statutory warranties, including but not limited to the warranties of accuracy, adequacy, completeness, non-infringement, timeliness, quality, merchantability, currency, reliability, performance, satisfactory quality, fitness for a particular purpose or continued availability, are given in conjunction with the said Services. The Bank shall not be liable for and the Customer shall indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the HLB ConnectFirst Service to the Customer, whether or not arising from or in connection with and including but not limited to the following:

- (a) the Bank taking any instructions and acting upon them;
- (b) the improper or unauthorised use of the HLB ConnectFirst Service, and/or any of the Customer's Physical Tokens or e-Tokens and any other access credentials;
- (c) any damage to the Customer's computer terminals, related facilities or software as a result of access to the HLB ConnectFirst Service, or any loss of or damage to any physical Token or e-Token;
- (d) any act or omission by any relevant internet service provider;
- (e) any delay or failure in any transmission, despatch or communication facilities; or
- (f) any access (or inability or delay in accessing) and/or use of the HLB ConnectFirst Service and/or any browser to allow access to the HLB ConnectFirst Service or for any defect in any such browser.

27 Sanctions

TERMS AND CONDITIONS
FOR HL BANK BUSINESS INTERNET/ELECTRONIC BANKING - HLB CONNECTFIRST ("HLCF")

- 27.1 Specific sanctions and regulations are imposed and enforced against certain countries, organisations and people by the government and regulatory authorities in the jurisdictions where the Bank and the government and regulatory authorities of our intermediary/correspondent banks. Under these measures, we or our intermediary/correspondent banks may not be able to process or take part in transactions which may result in us or our intermediary/correspondent banks not keeping to these sanctions or regulations or our internal policies relating to sanctions. As a result, we may, without affecting any other terms of this agreement
- (a) refuse or delay in acting on your instructions or any transaction;
 - (b) suspend, freeze or close your account immediately; or
 - (c) pay you in alternative currencies based on a rate of exchange

The Bank will not be liable for any loss, damage, expense, cost, claim or proceeding, whether direct, indirect or consequential, which you or any other person may suffer or face due to us exercising any of our rights in this clause.
