

TERMS AND CONDITIONS

1. Services provided herein is effecting funds transfer vide Telegraphic Transfer (“TT”). Hong Leong Bank (“HLB”)/ Hong Leong Islamic Bank (HLISB) shall be at liberty to appoint any agent, sub-agent or correspondent in using or affecting the TT.
2. HLB/HLISB may send messages pertaining to TT by cable, telex, telephone, facsimile or electronically as may be determined by HLB/HLISB, in either explicit language, code or cipher, where applicable.
3. The instructions contained in the applications for TT shall be irreversible and irrevocable once delivered to HLB/HLISB unless otherwise permitted by HLB/HLISB. The applications for TT received after the respective stipulated cut-off time will be held over until the next Business Day. The provision of TT would also be held over if it is a non- Business Day in the Federal Territory. The turn-around time for TT is between one (1) to five (5) Business Day, depending on the beneficiary’s geographical address.
4. Refund of TT will be made only after HLB/HLISB receives a written confirmation of effective cancellation of TT from its correspondent or agent and an acceptable letter of indemnity from the Applicant, and provided that HLB/HLISB receives the sum from its correspondent or agent. Refunds shall be made only in Ringgit Malaysia (RM) less cost, interests/profits, charges and expenses. TT in foreign currency will be converted to RM at HLB/HLISB’s buying rate for the foreign currency at the time of refund. HLB/HLISB will contact the Applicant based on the telephone numbers stated in the application. In cases where the Applicant cannot be reached, the funds will then be credited to the Applicant’s account.
5. All charges, costs, expenses and currency conversion losses, of any, incurred in respect of amendments, reversals, cancellations and/or refunds of TT shall be solely borne by the Applicant.
6. All application submitted to HLB /HLISB shall be subject to HLB/HLISB’s approval.
7. HLB/HLISB shall be entitled to impose service fees and other charges for the TT service utilized by the Applicant. The Applicant may refer to HLB’s website at www.hlb.com.my or HLISB’s websites at www.hlisb.com.my (collectively the “Bank’s Websites”) for fees and charges for the TT services. HLB/HLISB have the right to vary such service fees and charges at any time and from time to time by giving twenty-one (21) days’ notice to the Applicant by way of notices in the banking hall or media or account statement or the Bank’s Websites.
8. The Applicant shall ensure that all information provided to HLB/HLISB are accurate and correct. The Applicant shall provide to HLB/HLISB immediately any information or supporting documents relating to the purpose of the TT upon request. If Applicant fails in providing or provided incorrect

information or supporting documents, HLB/HLISB reserves the right to reject the application submitted.

9. Save and except for damages arising directly from HLB/HLISB's wilful default/gross negligence, HLB/HLISB shall not be liable to the Applicant or any third party for damages, loss of profits or earnings, goodwill or any type of special/exemplary, incidental, direct or consequential loss or damage whatever or howsoever arising even if HLB/HLISB has been advised of the same for any of the following:
 - a) for any inaccurate or misleading information or error (including incorrect name(s) or account number(s) or amount of the application(s) in any information provided to HLB/HLISB;
 - b) in the event the transmission of messages is delayed, failed or otherwise interrupted due to reasons beyond HLB/HLISB's control including but not limited to fire, earthquake, landslide, flood; (epidemic, natural catastrophe accident, riots, civil disturbance, industrial disputes, act of public enemy, embargo, war, act of God or any failure or disruption to telecommunications, electricity, water, fuel supply or any factor in a nature of a force majeure or beyond the control of HLB/HLISB; but in the event HLB/HLISB is found liable, HLB/HLISB's sole and entire liability or any such demands, claims or actions shall not exceed the amount of the application involved which gave rise to the claim
10. The Applicant undertakes to indemnify HLB/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 and suffered by HLB/HLISB in connection with or in any manner arising out of the provision of the TT services or the acceptances of any application made by the Applicant or breach by the Applicant of any of these Terms and Conditions. The liabilities of the Applicant shall be a continuing liability and will remain in full force and effect until the liability, if any, of HLB /HLISB is fully discharged.
11. In addition to the permitted disclosures provided under Schedule 11 of the Financial Services Act 2013 / Schedule 11 of the Islamic Financial Services Act 2013, the Applicant irrevocably authorizes and permits HLB/HLISB, its officers and employees to disclose and furnish all information concerning the remittance, present and future remittances of the Applicant and any other matters relating to the Applicant or its business and operations to:
 - a. other financial institutions granting or intending to grant any credit facilities to the Applicant, the Credit Bureau or any other central credit bureau established by Bank Negara Malaysia, Cagamas Berhad, Credit Guarantee Corporation, any other relevant authority as may be authorized by law to obtain such information or such

authorities/agencies established by Bank Negara Malaysia or any agency established by the Association of Banks in Malaysia;

- b. any current or future corporation which may be associated with or related to HLB/HLISB (as defined in the Companies Act 2016), including representative and branch offices and their respective representatives as well as subsidiaries of HLB/HLISB's holding company;
 - c. the security parties or any party intending to provide security in respect of the remittance;
 - d. HLB/HLISB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
 - e. HLB/HLISB's professional advisers, service providers, nominees, agents, contractors or third-party service providers who are involved in the provision of products and services to or by HLB/HLISB and its related or associated companies.
12. HLB/HLISB reserves the right to amend, add to, delete or vary any or all of these Terms and Conditions and/or vary or terminate all or any part of or scope of the Services at any time and from time to time as it deems fit by providing twenty-one (21) days' prior written notice to the Applicant. The Applicant agrees to access the Bank's website at regular time intervals to view the Terms and Conditions and to be kept up-to-date on any changes or variations to the Terms and Conditions.
13. The Applicant shall be aware of any sanctions imposed on any countries/organizations where the Applicant wishes to send funds to or receive funds from. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanction, HLB/HLISB will not be held liable for such delay/block/holding.
14. The Applicant has read HLB/HLISB's Privacy Notice and agree that all personal data provided to HLB/HLISB by the Applicant and/or acquired by HLB/HLISB from the public domain, as well as personal data that arises as a result of the provision of services to the Applicant will be subject to such Privacy Notice as may be varied from time to time. The Applicant hereby agrees and authorizes the disclosure of the Applicant's name and other contact details to companies within the HLB/HLISB and/or Hong Leong Financial Group Berhad group of companies for marketing and promotional purposes. Copies of the Privacy Notice are available upon request or from the Bank's Websites.
15. Privacy Notice means HLB/HLISB's policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLB/HLISB as may be amended from time to time and made available at HLB/HLISB's website respectively or in such manner as HLB/HLISB deems appropriate from time to time.
16. The Applicant hereby represents and warrants that the Applicant has obtained the consent of all persons named in the Applicant's application for the remittance or such other document submitted to HLB /HLISB in support of such application and/or their authorized representatives,

including not limited to the Applicant's directors, shareholders, authorized signatories or such other persons as specified by HLB/HLISB ("Relevant Data Subjects"), for HLB/HLISB's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLB/HLISB's Privacy Notice as may be amended from time to time.

17. The Applicant hereby agrees and consents to the holding, collection and use of all personal data provided to HLB/HLISB by the Applicant and/or acquired by HLB/HLISB from the public domain, as well as personal data that arises as a result of the provision of services to the Applicant in connection with the remittance in accordance with the Privacy Notice of HLB/HLISB as may be amended from time to time.
18. Applicants who wish to opt-out from the sharing of the personal data within the HLB/HLISB and/or Hong Leong Financial Group Berhad group of companies for marketing and promotional purposes are required to visit any of the branches or call our Call Centre at 03-76268899 to register the instruction to opt-out of the said sharing.
19. "Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest/profit, fines or penalties in respect thereof. "Appropriate Authority" means any government or taxing authority.
20. The service fees and charges and all other monies to be paid by Applicant to HLB/HLISB under these Terms and Conditions, including any amount representing reimbursements to be paid by Applicant to HLB/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.
21. If the Applicant is required by law to make any deduction or withholding from the service fees and charges and/or all other monies payable HLB/HLISB under these Terms and Conditions in respect of any Tax or otherwise, the sum payable by Applicant in respect of which the deduction or withholding is required shall be increased so that the net service fees and charges and/or the net amount of monies received by HLB/HLISB is equal to that which HLB/HLISB would otherwise have received had no deduction or withholding been required or made.
22. In addition to the service fees and charges and all other monies payable, the Applicant shall pay to HLB/HLISB all applicable Tax at the relevant prevailing rate and/or such amount as is determined by HLB/HLISB to cover any Tax payments/liabilities/obligations in connection therewith, without any setoff, 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 and remitted by the Applicant directly to any Appropriate Authority.

23. The Applicant understand that all foreign remittances may be subjected to handling charges imposed by the foreign agents and that the beneficiary shall bear these charges unless indicated otherwise by the Applicant to HLB/HLISB where the Applicant shall bear these charges.
24. If at any time an adjustment is made or required to be made between HLB/HLISB and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these Terms and Conditions by HLB/HLISB, a corresponding adjustment may at HLB/HLISB's discretion be made as between HLB/HLISB and Applicant and in such event, any payment necessary to give effect to the adjustment shall be made.
25. All Tax as shall be payable by the Applicant to HLB/HLISB as herein provided shall be paid at such times and in such manner as shall be requested by HLB. /HLISB.
26. The Applicant hereby agrees to do all things reasonably requested by HLB/HLISB to assist HLB/HLISB in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these Terms and Conditions, the Applicant agrees to provide its fullest cooperation to HLB/HLISB in assisting HLB/HLISB in complying with its obligations under the relevant laws.
27. 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.

Important Notice: -

28. You are advised to read and understand the Foreign Exchange Notice("FEN) from Bank Negara Malaysia's website at <http://www.bnm.gov.my> and ensure all activities performed for accounts maintained with HLB and/or HLISB comply with FEN at all times.
29. For the purpose of these Terms and Conditions, "Business Day" means a day on which HLB/HLISB is open for business in West Malaysia and East Malaysia, as the case may be, and on which transactions of the nature contemplated in these Terms and Conditions are carried out.



30. The Terms and Conditions contained herein shall be governed by and construed in accordance with the laws of Malaysia. The Applicant hereby agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.