

## Terms and Conditions for Connect by Hong Leong Bank

For Personal Digital Banking Services

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

### 1. General

These Terms and Conditions are applicable to all **Connect** services from online banking to electronic device applications including but not limited to iOS, Android or any electronic operating system platform as may be provided by Hong Leong Bank Vietnam Limited (“HLBVN”) to its eligible customers.

### 2. Definitions and Interpretation

#### 2.1. Definition

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

“Account” means all banking accounts which you have or may have with HLBVN linked to the **Connect** at any time and from time to time and Accounts shall refer to one or more accounts as the context shall require.

“Activation Code” is list of alphanumeric characters issued to you by HLBVN as required for your Registration or Reset **Connect** using the banking account option.

“Affiliates” means any entity, company, corporation or institution which may offer products, services, content or information on the **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 HLBVN 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 HLBVN.

“ATM” means “Automated Teller Machine”, which is an electronic terminal installed by HLBVN or any member of the Smartlink for you to perform your banking transactions. It accepts ATM / Debit Card or any other cards approved for use on the ATM by HLBVN.

“ATM / Debit Card” is a payment card issued to you by HLBVN which enables you to perform banking transactions at any ATM and point-of-sales terminal.

“ATM PIN” is a 6-digit numeric personal identification number chosen by you for an ATM / Debit Card issued to you under your Account. It is required when you perform any banking transactions at the ATM.

“Business Day” means a day on which HLBVN is opened for business in Vietnam, 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**.

“Collection Code” means a list of numeric digits provided by HLBVN to you after every successful Payment Express (PEX) transaction and it is your responsibility to disclose the Collection Code to the Payee of the PEX transaction only during fund collection.

“Customer” or “you” means the person who is registered with HLBVN for the **Connect**

“FAQ” means the Frequently Asked Questions pertaining to registration and banking transaction matters through **Connect**. The FAQ are available on **Connect** website at [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn) and **Connect** Mobile Banking application.

“**Connect** Online Banking” means the Internet banking services provided by HLBVN 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 HLBVN at any time, and from time to time.

“**Connect** Mobile Banking” means the mobile banking application services provided by HLBVN to enable you to download onto your smart phone or such other electronic device 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 HLBVN at any time, and from time to time.

“HLBVN” means Hong Leong Bank Vietnam and includes all its successors-in-title and assigns.

“Instructions” mean any instruction given by you to HLBVN using the Security Codes through the **Connect** or through any Approved Communication Channel.

“Internet” means the global network of computers and telecommunications systems, which facilitate communication.

“Mobile Network Service Provider” means any of the registered telecommunication network service providers providing mobile phone services.

“Network Service Provider” means any Internet service provider or commercial online service provider providing connection to the Internet.

“Online Transactions” means the transfers and payments made from your HLBVN banking account through **Connect**.

“Other Account Transfer” means the transferring of fund from your HLBVN savings or current account to a third party’s banking account at HLBVN or other banks.

“Own Account Transfer” means the transferring of fund from your HLBVN savings or current account to your other HLBVN banking account.

“Password” means a list of alphanumeric characters created by you during Registration or to Reset **Connect**. It is required by HLBVN to identify your Security Codes before granting you access to the **Connect**.

“Privacy Policy” means HLBVN’s policies and principles pertaining to the collection, use and storage of personal information of existing and prospective individuals and entities dealing with HLBVN as may be amended from time to time and made available at the HLBVN websites respectively or in such manner as HLBVN deems appropriate.

“Payee” means the party who receives the transferred money in the transaction made through **Connect**.

“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.

“Reset **Connect**” means the change of your Security Codes to access the **Connect** should you forget your Security Codes or when you want to reactivate your **Connect** which has become dormant after three (3) months of inactivity.

“Security Codes” means the security credentials used to identify you when you access and utilise the **Connect** comprising of the Username, Password, ATM PIN, TAC, Activation Code and includes any other security codes as HLBVN may issue from time to time.

“Services” means the banking services offered by HLBVN via the Internet and mobile or any other electronic medium approved by HLBVN, in accordance with the Terms and Conditions for the **Connect**.

“TAC” means “Transaction Authorisation Code” which is a security feature implemented to provide a second layer of protection for online and mobile banking transactions in addition to your **Connect** login Username and Password. It is a unique 6-digit code that needs to be entered for specific online transactions.

“Terms and Conditions” means these terms and conditions for the **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.

“URL” means Internet browser address.

“User Guide” means the user manual guideline(s) prepared by HLBVN intended to give assistance to customers using **Connect**.

“Username” means a name selected or created by you comprising of alphanumeric characters during Registration or Reset **Connect**. It is required by HLBVN to identify your Security Codes before granting you access to the **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. Eligibility and Registration for the Connect

- 3.1.Existing HLBVN customer and has an active banking account with HLBVN.
- 3.2.HLBVN 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. 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 HLBVN 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 the **Connect**, and HLBVN 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 HLBVN's website and the **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. HLBVN 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. Gaining Access to the Connect

#### 5.1.Registration

- (a) Registering using ATM / Debit Card - you will be required to enter your ATM / Debit Card Number, ATM PIN, Passport Number / ID Number / Birth Certificate Number / Army ID Number / Police ID Number, CAPTCHA code and TAC. Upon acceptance of the correct information, you will be required to create your Username and Password then accept the Terms and Conditions. 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. You may access using the same Username and Password.
- (b) Registering using Banking Account Number - you will be required to select an Account Type, enter the Account Number, Activation Code, Passport Number / ID Number / Birth Certificate Number / Army ID Number / Police ID Number, CAPTCHA code and TAC.

Upon acceptance of the correct information, you will be required to create your Username and Password then accept the Terms and Conditions. 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. You may access using the same Username and Password.

- 5.2. You may download **Connect** Mobile Banking application to a maximum of five (5) mobile electronic 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 electronic devices, any attempt to register or login using a sixth (6th) mobile electronic device will fail.
- 5.3. You may de-register your **Connect** Mobile Banking application from any of your mobile electronic device through any of the following mode:
  - (a) Self de-registration – you are required to login to your **Connect** Mobile Banking application to delete the registered device.
  - (b) Hong Leong Call Centre – you are required to call +84 8 7300 8100 to request for the de-registration of your mobile electronic device.
  - (c) Message – you are required to login to **Connect** Online Banking and send us a Message to request for the de-registration of your mobile electronic device.
- 5.4. Reset **Connect**
  - (a) Forgot Username or Password - you are required to reset your Username or Password by performing the same process as 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 Registration in Clause 5.1 (a) or (b) or (c).
  - (c) Reactivate **Connect** account - you are required to reactivate your Suspended / Blocked account status by contact Hong Leong Call Centre or any branch / transaction office of HLBVN for our support to update Account status then you can perform the same process as Registration in Clause 5.1 (a) or (b) or (c).
- 5.5. The **Connect** will become dormant if there is no login activity within a 3-month period.
- 5.6. You agree that HLBVN 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. HLBVN 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 the **Connect**, you must not leave the terminal or other devices from which you have accessed the **Connect** at anytime 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.

## 6. The Connect Online and Mobile Banking Services

6.1. New / Additional Services - Where HLBVN offers new or additional services, your acceptance in the manner prescribed by HLBVN 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 HLBVN.

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 Banking 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
- Other Account Transfer
  - Transfer funds to a third party Current / Savings account at HLBVN (subject to daily third party transfer limit)
  - Manage Favourite accounts
- Online Transactions
  - View History (successful and failed online transaction details\_
  - Manage Standing Instructions (SI) (check and cancel)

(c) Fixed Deposit (FD)

- FD Placement
- FD Withdrawal

(d) PEx – Payment Express

- Payee collects the PEx payment via Internet to transfer the fund into a HLBVN account

(e) Other Services

- Settings
  - Customise your Accounts to allow for online viewing only or to allow for pay & transact

- Change Online transaction limit
- Updating Contact information
- Change Equivalent Currency
- Change Password
- Change Language

6.4. Type of Services Available in **Connect** Mobile Banking 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
- Other Account Transfer
  - Transfer funds to a Favourite third party Current / Savings account at HLBVN (subject to daily third party transfer limit)

(c) PEx – Payment Express

- Transfer fund to a Payee through the Payee's mobile phone number registered in Vietnam only, and Payee is required to collect the PEx payment via Internet to transfer the fund into a HLBVN account
- Set up a PEx Direct account to receive PEx payment directly into your Hong Leong Current / Savings account
- View PEx transaction status

(d) Transaction History

- View successful and failed transaction details

(e) Settings

- Change wallpaper
- De-register mobile electronic device

6.5. 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 HLBVN. 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 the **Connect**.

#### 6.6.Account Information Presented via **Connect**

- (a) HLBVN shall endeavour to ensure that all information pertaining to your accounts are presented as accurate as possible on the **Connect**. Notwithstanding this, you acknowledge that HLBVN does not warrant the accuracy of the information. Should you have reason to believe that the information is inaccurate, you will report to HLBVN 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 authorised by HLBVN or third party (as the case may be). Pursuant to this, HLBVN is obliged to attend to your queries on any of your accounts related to the **Connect**.
- (c) In the event of inconsistency between the accounts information reported in the **Connect** and the HLBVN's main system (the Host banking system), the account information as reported by the main system and assessable at branches of HLBVN shall prevail.

#### 6.7.PEx – Payment Express

- (a) PEx allows you to do the following:
- Transfer fund to a Payee through the Payee's mobile phone number registered in Vietnam only, and Payee is required to collect the PEx payment via Internet to transfer the fund into a HLBVN account.
  - Set up a PEx Direct account to receive PEx payment directly into your Hong Leong Current / Savings account.
- (b) After you have confirmed the PEx transaction, HLBVN will send a short message service (SMS) to the Payee notifying them that a PEx payment from you is available for their collection within a stipulated time frame; or the PEx payment has been credited into your assigned PEx Direct Hong Leong Current / Savings account.
- (c) PEx payment will be processed to your account on the same day that you made the PEx transaction. For PEx transaction pending for Payee collection, your account will be earmarked for the amount of the payment. 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 PEx payment.
- (d) For PEx Direct via Internet:
- The payment will be credited to Payee's Current / Savings account directly if the Payee has set up a PEx Direct Account for his mobile phone number. The payment would require you to perform the second authentication step by inputting TAC.
- (e) For PEx collection via Internet:

- The Payee would require your transaction data including a Collection Code in order to collect the payment.
  - The Collection Code is notified to you by HLBVN upon confirmation of your PEx transaction. You must provide the transaction data to the Payee only. You must not:
    - Disclose the transaction data to any person other than the Payee ; or
    - Allow any person other than the Payee to see, or overhear you providing the transaction data; or
    - Record the transaction data anywhere that is liable to loss, theft or abuse.
  - If the transaction data is provided to any person other than the Payee, that other person may be able to collect the Payee's payment.
  - The Payee is required to go to [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn), select "PEx Payment Collection" and complete the following fields:
    - The mobile phone number
    - The exact amount of the PEx payment they are collecting
    - The Collection Code
    - The banking account details they wish the PEx payment to be deposited into
  - If any of these details are entered incorrectly, the collection of the PEx payment may be unsuccessful. All details entered by the Payee on [www.hongleongconnect.com.vn](http://www.hongleongconnect.com.vn) must be correct. During the course of processing the payments, HLBVN will not be under any obligations to ensure the account number entered matches the holder of the account or details provided.
  - If the Payee fails to collect the PEx payment within the stipulated time frame, the fund will be returned to your account where the fund was earmarked, and the Payee will not be able to collect the PEx payment anymore.
- (f) You agree to advise the Payee that you have provided HLBVN with their mobile phone number for the purpose of notifying them of the PEx payment.
- (g) It is your responsibility to ensure that the details provided by you are correct or your transfer may be unsuccessful or may be paid to an unintended person. HLBVN will not verify that the details provided by you are correct.
- (h) If the Payee intends to dispute the collection amount of PEx payment, they must contact you directly.
- (i) HLBVN is not liable for any loss to you or the Payee as a result of:
- You disclosing the transaction data to any person other than the Payee. **YOUR TRANSACTION DATA IS CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE PAYEE. YOU ARE CAUTIONED AGAINST SENDING PEx PAYMENT TO ANY UNKNOWN**

PERSON. IN NO EVENT SHALL HLBVN BE LIABLE IF YOU COMMUNICATE TRANSACTIONAL DATA TO ANY PERSON OTHER THAN THE PAYEE; or

- You failing to provide the transaction data to the Payee.
- (j) HLBVN 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 transaction data for PEx payment collection; or
  - If any person other than the Payee becomes aware of the transaction data; or
  - If the transaction data entered by the Payee when collecting the PEx payment are incorrect; or
  - If HLBVN delays, blocks or refuses to process a PEx payment for any reason; or
  - IN NO EVENT SHALL HLBVN BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THE PEx TRANSACTION, OR NON-DELIVERY OF ANY NOTIFICATION MESSAGE.

#### 6.8. Availability of Services

- (a) The **Connect** is available twenty four (24) hours a day and seven (7) days a week unless HLBVN notifies you otherwise or for any reason beyond the control of HLBVN. HLBVN does not warrant that the **Connect** will be available at all times, but HLBVN warrants that total time of system suspension in a year is maximum sixteen (16) hours and time for system recovery upon breakdown is maximum four (4) hours.
- (b) In the event the **Connect** is not available, you may carry out your transactions at any of HLBVN's branches / transaction offices or use other alternative banking services available to you.
- (c) HLBVN reserves the right to deactivate your account in the **Connect** if the services have not been utilised for three (3) months or any other time periods as may be determined by HLBVN 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 the **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.

### 7. Instructions

- 7.1. All transactions carried out through the Security Codes, shall be deemed instructions and authorisations given by you to HLBVN and HLBVN shall be and is hereby authorised 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 HLBVN shall be in no way responsible for any misuse or unauthorised use of messages or instructions given to HLBVN. 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, HLBN shall be entitled to treat such instructions as binding upon you and HLBN shall be entitled to take such steps in connection with or in reliance upon such instructions. HLBN 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. HLBN 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 HLBN, at its sole discretion, may only comply with the subsequent instruction provided that the earlier instruction has not been executed.
- 7.6. HLBN reserves the right not to comply with your instructions if they are inconsistent with HLBN's policy or rules and regulations in force for the time being.

## **8. Transaction Records**

- 8.1. Any Instructions transmitted or received by HLBN 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 HLBN from time to time at its absolute discretion without any prior notice to you.
- 8.2. Transactions that have not been verified or processed by HLBN shall not appear in the balances of the relevant Account available to you through the **Connect** screen and shall not be conclusive of the state of the relevant Account.
- 8.3. HLBN will issue statements for the Accounts in accordance with the Terms and Conditions for the relevant Accounts, which will include transactions effected through the **Connect**. Such statements of Accounts shall be binding and conclusive evidence of such transactions carried out by you.

## **9. Limits on Transactions**

Unless instructed by you or in the absence of you electing a limit to the carrying out of transactions through the **Connect**, HLBN shall be entitled to determine and impose any limit whether in amount, frequency and use of or otherwise of any of the **Connect** and / or Security Codes without informing you for its purposes of control.

## **10. Service Fees, Commissions and Charges**

- 10.1. HLBN shall be entitled to impose service fees and other charges for the **Connect** utilised by you 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. HLBN

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 authorise HLBVN to debit the Account with such fees, commissions, charges and any Government charges and taxes for the use of **Connect**.

## 11. Your Responsibilities

### 11.1. Security Details

You shall take all precautions to ensure and prevent unauthorised and fraudulent use of the **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 Username, Password, ATM PIN, Activation Code and TAC, 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 HLBVN) 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 e-mail or SMS requesting for your Security Codes is to be reported to HLBVN 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 Banking
- (d) That you are not to utilise the **Connect** through Internet cafes or any public places offering Internet services and you are to log off from the **Connect** before leaving your computer terminal;
- (e) That you are to de-register your **Connect** Mobile Banking immediately when you lost your mobile phone;
- (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. HLBVN shall not be held responsible or liable for any loss or damages suffered in such circumstances.

### 11.2. Frequently Asked Questions (FAQ) and User Guide

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

You have read, understood, agreed to be bound by and shall comply with the User Guide of **Connect** and such other guides of using the **Connect** provided by HLBVN from time to time.

### 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 HLBVN.
- (b) You are to immediately inform HLBVN 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 HLBVN.
- (b) HLBVN shall not be obliged to carry out any Instructions until and unless the relevant Account has sufficient funds.

### 11.5. Joint Account holders

Depend on the signing conditions of the joint account, either one of the accountholders may issue instructions and authorise HLBVN 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 the **Connect** which is not intended for you, you are to immediately inform HLBVN by telephone or e-mail and delete the same.

11.7. This provision shall survive the termination of the **Connect**.

## 12. Liabilities of the Parties

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

12.2. You shall be responsible and liable, without any limit, for the following:

- (a) Any loss or damages suffered for all unauthorised transactions carried out through the use of the Security Codes until such time when HLBVN 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 the **Connect** in accordance with the relevant procedures set out by HLBVN for the use of the **Connect**;
- (c) Any loss or damage suffered by HLBVN as a result of your breach of or failure to comply with any of these Terms and Conditions or any relevant procedures set by HLBVN.

### 12.3.

- (a) Without prejudice to any other provisions here, HLBVN 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 HLBVN has been advised of the possibility of such loss or damage or claim by any third party.
- (b) Subject to the provisions herein, HLBVN'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 12.3 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 the **Connect**.

### 12.4. Without limiting the generality of Clause 12.3, HLBVN 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) For your failure to provide accurate, complete and timely Instructions issued to HLBVN or failure to comply with; or
- (b) For your inability to perform any of the transactions due to limits set by HLBVN from time to time; or
- (c) Any error, alteration, destruction of the Instructions, data or information to or from HLBVN through the **Connect**, on the Internet and mobile electronic device; or
- (d) Any intrusion or attack by any person or party on any hardware, software or system used in relation to the **Connect** or on the Internet and mobile electronic 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 the **Connect** or any part thereof; or

- (e) Any restriction or prohibition on the use of the **Connect** by any laws or regulations of any country from where you access the **Connect**; or
- (f) In the events of force majeure that HLBN is unable to perform any operations or to provide any of the Services due to any reason beyond HLBN'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 HLBN.

### **13. Indemnity**

You undertake to indemnify HLBN 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 HLBN in connection with or in any manner arising out of the provision of the **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 the **Connect**.

### **14. Suspension or Termination of Connect**

- 14.1. HLBN may, in its absolute discretion and at any time, suspend or terminate your access to the **Connect** or any part of the services without being obliged to provide any reason for the same.
- 14.2. HLBN will terminate your right of access to the **Connect** should you cease to maintain any Account with HLBN which can be accessed through the **Connect** or if your access to such Accounts is suspended, restricted or prohibited by HLBN or any third party for any reason.
- 14.3. If you intend to terminate the **Connect**, you are to terminate the services by (i) submitting a written request form in the form satisfactory to HLBN at HLBN branch or transaction office; or (ii) contacting Hong Leong Call Center for assistance. The **Connect** will be terminated within three (03) Business Days from the actual receipt day of your request by HLBN.

### **15. Severability and Waiver**

- 15.1. 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.
- 15.2. HLBN's acceptance of any of the Instructions or processing of any of the Instructions issued beyond the times stipulated or any waiver by HLBN 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 HLBN from enforcing any of its rights

under these Terms and Conditions or the rules and regulations or terms and conditions for the Accounts.

## 16. Notices

- 16.1. Any notices required to be given in respect of the **Connect** by HLBVN to you may be given in any of the following manner as determined by HLBVN in its absolute discretion:
- (a) By electronic mail to your last known e-mail address in **Connect**'s records and such notices shall be deemed to be received after twenty four (24) hours from transmission; or
  - (b) By short message service (SMS) through the Mobile Network Service Provider to your last known mobile phone number in **Connect**'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 HLBVN 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 HLBVN's branch premises or HLBVN'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.
- 16.2. Any notices (excluding Instructions) required to be sent hereunder by you to HLBVN may be given in any of the following manner:
- (a) Through the **Connect** to HLBVN; or
  - (b) Via any Approved Communication Channel to the Hong Leong Call Centre at the address stated below in Clause 22.2; or
  - (c) By ordinary post or registered post or courier sent to or left at the HLBVN's branch where the Account is maintained.

Aforesaid notices shall be delivered to HLBVN on the day of actual receipt by HLBVN.

- 16.3. You shall promptly inform HLBVN 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.

## 17. Consent to Process 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 HLBVN in support of such application and / or their authorised representatives or such other persons as specified by HLBVN ("Relevant Data Subjects"), for HLBVN's collection, holding and use of

the personal information of the Relevant Data Subjects in accordance with HLBVN's Privacy Policy as may be amended from time to time.

## **18. Disclosure**

In addition to the permitted disclosures, you irrevocably authorise and permit HLBVN, its officers and employees to disclose and furnish at any time all information concerning the Services, your Account and Third Party Account(s), both present and future, and any other matters, information relating to you or your business and operations and to such extent as HLBVN may at its absolute discretion deem expedient or necessary to:

- (a) Other financial institutions granting or intending to grant any credit facilities to you, the Credit Information Center (CIC) or any other credit information center established by State Bank of Vietnam, any other relevant authority as may be authorised by law to obtain such information or such authorities / agencies established by State Bank of Vietnam;
- (b) Any current or future corporation which may be associated or related with HLBVN, including but not limited to branches, representative and transaction offices and their respective representatives;
- (c) Your security parties or any party intending to provide security in respect of any of your credit facilities with HLBVN;
- (d) HLBVN's auditors, solicitors and / or other agents in connection with the recovery of moneys due and payable hereunder; and
- (e) HLBVN's holding companies, Affiliates, professional advisers, service providers, nominees, agents, contractors, trustee, custodians, securities depositories, registrars, insurance companies or third party service providers who are involved in the provision of products and services to or by HLBVN and its related or associated companies.

You hereby agree that above disclosure shall be without any liability by HLBVN to you. You expressly consent to such disclosure and confirm and declare that no further consent from you is necessary or required in relation thereto.

## **19. Collection and Use of Information**

You hereby agree and consent to the holding, collection and use of all personal data provided to HLBVN by you or acquired by HLBVN 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 HLBVN's Privacy Policy as may be amended from time to time.

## **20. Reconstruction of HLBVN**

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 HLBVN or by any company by which the business of HLBVN 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 past, present or future.

## **21. Enquiries and Dispute Resolution**

21.1. If you have any queries or require any assistance, please refer to our Customer Service at:

*Tel: + 84 8 7300 8100*

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

*HLBVN Head Office*

*Ground Floor, Centec Tower, 72-74 Nguyen Thi Minh Khai, Dist. 3, HCMC*

*Websites: [www.hlb.com.my/vn](http://www.hlb.com.my/vn)*

## **22. Variation of these Terms and Conditions**

HLBVN has sole discretion to change, amend and / or supplement to these Terms and Conditions at any time by informing you in any manner as provided in Article 17.1. You hereby agree to be bound by such change, amendment and / or supplement made by HLBVN from time to time.

## **23. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Vietnam and shall be made in English and Vietnamese. If there is any discrepancy between English version and Vietnamese version, English version shall prevail.

You hereby agree to submit to the jurisdiction of the courts of Vietnam or the courts of such other competent jurisdiction as HLBVN may at its sole discretion elect to submit and the service of any legal process may be affected by any manner permitted by law.