

HLB MEEZANI ACCOUNT-i**TERMS AND CONDITIONS (“T&Cs”) ([Versi Bahasa Malaysia](#))**

These T&Cs are to be read together as a whole with the Debit Card-i Terms and Conditions and any other relevant terms and conditions as **Hong Leong Islamic Bank Berhad (“HLISB”)** may impose from time to time.

1. Definitions & Interpretation**1.1 Definitions**

In these Terms and Conditions, the following terms and expressions shall have the meaning designated to them unless the context requires otherwise:

“**ABC Policy**” means the HLBG Anti-Bribery and Corruption Policy which is available at HLB/HLISB’s website at www.hlb.com.my and www.hlisb.com.my respectively.

“**Account**” means the Customer’s HLB Meezani Account-i account with HLISB.

“**AIBIM**” means the Association of Islamic Banking and Financial Institutions Malaysia.

“**Anti-Bribery Laws**” means the Malaysian Anti-Corruption Commission Act 2009 as amended from time to time, and the rules and regulations issued thereunder, and any other applicable laws, statutes, regulations, rules and orders that relate to bribery or corruption.

“**Bank**” means **Hong Leong Islamic Bank Berhad (200501009144 (686191-W))** or “**HLISB**”.

“**BNM**” means Bank Negara Malaysia.

“**Business Day**” means a day on which HLB/HLISB is open for business in Peninsula Malaysia, Sabah and Sarawak (excluding bank, state and public holidays), as the case may be, and on which transactions of the nature contemplated for the Account(s) may be carried out.

“**Cheques**” include bills of exchange.

“**Customer**” means a HLB Meezani Account-i accountholder, or also known as “**Investment Account Holder**” or “Investor”.

“**HLBG**” means Hong Leong Bank Berhad and/or its subsidiaries.

“**HLB**” means Hong Leong Bank Berhad and includes its branches and its successors-in-title and assigns.

“**HLISB**” means Hong Leong Islamic Bank Berhad and includes its branches and its successors-in-title and assigns.

“**HLB/HLISB Whistleblowing Policy**” means the HLB/HLISB 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 HLB’s/HLISB’s commitment to good business ethics and integrity, pursuant to which employees of HLB and HLISB, as well as persons providing services to, or having a business relationship with HLB or HLISB, are required to raise any concerns about any improper conduct or wrongful act that may adversely impact HLB/HLISB, including but **NOT** limited to:

- (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.

“HLCRP” or “Hong Leong Customer Risk Profiling” is an exercise carried out by HLB/HLISB to gather necessary information from the prospective Investor(s) on the Investor(s)’s financial capabilities, risk appetite and ability to bear risk in order to form a reasonable basis for the Bank’s recommendation.

“Investment Account-i” or “IA-i” means an account under which money is paid and accepted for the purposes of investment, including for the provision of finance, in accordance with Shariah on terms that there is no express or implied obligation to repay the money in full and:

- (a) either only the profits, or both the profits or losses, thereon must be shared between the person paying the money and the person accepting the money; or
- (b) with or without any return.

“Mudarabah” is an Islamic contract between the capital provider as the owner of the capital and the entrepreneur as the one who manages the capital provided, where any profit will be shared between the two parties according to a mutually agreed ratio while financial losses will be borne only by the capital provider. The entrepreneur will suffer the losses in terms of time and effort lost and not in monetary terms, unless the loss is due to the wilful misconduct and negligence by the entrepreneur.

“Principal” means the monies invested in the Investment Account-i product offered by the Bank, also known as **“Capital”**.

“Privacy Notice” means HLB’s/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 the HLB’s/HLISB’s websites respectively or in such manner as HLB/HLISB deems appropriate from time to time.

“Profit Sharing Ratio” or “PSR” means the mutually-agreed profit-sharing ratio to be shared between the Investor as Capital provider and HLISB as fund manager or also known as the **“Entrepreneur”**.

“Qualified Retail and Business Financing Assets” means retail and business financing assets of HLISB that have been selected to invest in to provide Investors with a stable and consistent return over an agreed investment interval.

“Security” or “Security Document” means any security taken or required by HLB/HLISB in connection with the Account and includes any other security taken from time to time.

“Security Party” means any person or persons providing security for any Account or facility made available to the Customer at any time or from time to time.

“Shariah” means Islamic laws relating to all aspects of human life established by God for His servants. The laws are divided into three: (i) those relating to belief (*aqidah*), (ii) those relating to deeds (*fiqh*) and (iii) those relating to ethics (*akhlaq*).

“Shariah-compliant Goods and Services” means goods and services that are acceptable and in accordance with Shariah.

“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 government or taxing authority, including, without limitation, any consumption tax and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

“Terms & Conditions” or “T&Cs” means the terms and conditions set out in this booklet and shall include any amendments, variations and supplements made from time to time by HLB/HLISB with prior notice and shall apply to all accounts unless specified otherwise for specific account types (e.g. Islamic Banking accounts).

“Unrestricted Investment Account” means a type of investment account where the Investor provides the Bank with the mandate to make the ultimate investment decision without specifying any particular restrictions or conditions.

1.2 Interpretation

- (a) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- (b) Words importing the singular shall include the plural number and vice versa.
- (c) Where the Customer consists of two or more persons, the obligations and liabilities of each person shall be joint and several.

2. Shariah Contract

2.1 HLB Meezani Account-i is a transactional Investment Account-i based on a profit-sharing contract, which is known as Mudarabah contract. The Customer acts as a Capital provider by investing in the HLB Meezani Account-i. The Bank accepts the Capital and will manage it on behalf of the Customer by investing the Capital, as long as it does not contradict Shariah requirements and is in accordance with the T&Cs including the general mandate of the Customer.

2.2 Any profit gained from the investment will be shared between the Customer and the Bank according to the agreed PSR. Any financial losses (if any) incurred shall be borne entirely by the Customer, as long as such losses are not due to the Bank's fraud, negligence or wilful default. Such other losses in terms of effort and/or time shall be borne by the Bank.

3. Investment

3.1 HLB Meezani Account-i is classified under Unrestricted Investment Account, whereby the Customer grants the Bank the authority and discretion to make the ultimate investment decision without restrictions or conditions including using the money standing to the credit of the HLB Meezani Account-i for investment or providing financing.

3.2 The investment objective of HLB Meezani Account-i is to generate stable and consistent returns through a low-risk investment.

3.3 The fund will be invested in the Bank's qualified retail and business financing assets. The Bank may change the asset allocation at any time in the best interest of both parties.

3.4 The Bank will decide on the net return of the investment portfolio, including any permissible expenses related to the investment funds.

3.5 The investment will be valued on a monthly basis and profit will be distributed according to the agreed PSR.

3.6 The valuation methodology to value the investment asset and its performance is in accordance with sound industry practice and consistent with the Malaysian Financial Reporting Standards (“MFRS”). The performance of the investment asset will be monitored by the Bank on a monthly basis.

3.7 The Fund performance report will be made available on a quarterly basis on the Bank's website.

3.8 The Bank may at any time disclose fair, accurate, relevant and timely information about the HLB Meezani Account-i to Customer in a reasonable way, such as publishing the information on the Bank's website that the Bank may use for such disclosure.

3.9 The Customer acknowledges that he/she fully understands the risks associated with the Account, including the possibility of incurring financial losses for the entire or part of the Capital

investment in the Account. In the case where Customer needs further clarification, Customer may contact a HLB/HLISB personnel before investing in the Account.

- 3.10 The Bank is a member of Perbadanan Insurans Deposit Malaysia (“PIDM”). HLB Meezani Account-i is **NOT** protected by PIDM.

4. Opening Of Accounts

- 4.1 The opening of the Account is made through HLB’s/HLISB’s prescribed form where applicable and is subject to HLB’s/HLISB’s requirements, including those as to age, minimum deposit, references and supporting documents acceptable to HLB/HLISB. HLB/HLISB may vary such requirements at any time and from time to time with prior notice to the Customer.
- 4.2 All Malaysian individuals aged eighteen (18) years old and above may apply for the Account. For the avoidance of doubt, only a single name accountholder is allowed.
- 4.3 Unless otherwise exempted, any application to open the Account shall be accompanied with a duly completed HLCRP.
- 4.4 The Account is available in Ringgit Malaysia (“RM”) only.
- 4.5 The minimum initial deposit to open the Account is Ringgit Malaysia One Hundred (RM 100) and the minimum balance required to maintain the Account is Ringgit Malaysia Fifty (RM 50), unless otherwise advised by HLB/HLISB.
- 4.6 Any application to open the Account shall be subject to the approval of HLB/HLISB.

5. Change of Particulars

- 5.1 It is important for the Customer to ensure that the Customer particulars such as address, contact numbers, and authorised signatories given to HLB/HLISB (“Customer Particulars”) are accurate and kept updated at all times. This is to enable the Bank to deliver communications regarding the operation of the account and any marketing related activities.
- 5.2 The Customer shall immediately advise HLB/HLISB of any change in any Customer Particulars by calling +603-7626 8899 or visiting any of HLB’s/HLISB’s branches nationwide.
- 5.3 If the Customer has not notified HLB/HLISB of any change in Customer Particulars, HLB/HLISB is entitled to rely on the last known Customer Particulars.
- 5.4 HLB/HLISB shall be entitled to treat the particulars furnished by the Customer as complete, true and correct and rely upon and act on the same. The Customer authorises and consents to HLB/HLISB obtaining any other information of the Customer from any sources including but **NOT** limited to CCRIS, FIS, CTOS or any credit reference agency, Inland Revenue Authorities or any authorities and by whatever means and at any time as HLB/HLISB considers appropriate.

6. Instructions and Notices

- 6.1 The Customer hereby authorises HLB/HLISB to:
- (a) rely upon and act on the Customer’s notices or instructions given in the following manner (“Instructions”):
- (i) by telephone, post, personal delivery, facsimile transmission, e-mail or other electronic means; and
 - (ii) based on signatures which appear to HLB/HLISB, by reference to the names and signatures of such persons filed with HLB/HLISB to be signatures of the Customer or any persons authorised by the Customer to issue such instructions.

- (b) treat all such Instructions given as binding on the Customer without enquiry as to the identity of the person giving or purporting to give such Instructions or as to the authenticity of the Instructions.
- 6.2 HLB/HLISB may, at any time with notification, refrain from carrying out any instruction or transaction under the HLB Meezani Account-i if any one of the following events occur:
- (a) HLB/HLISB being notified that the Customer has committed an act of bankruptcy and/ or a bankruptcy notice and/ or a petition for winding up and/ or a creditor's petition for bankruptcy has been filed or presented against the Customer ("the Investor's insolvency matters");
 - (b) HLB/HLISB being notified and requested by any authority, such as BNM, the Royal Malaysia Police, the Government of Malaysia or any other statutory or governmental authorities ("the relevant authorities") to refrain from performing any transaction under the HLB Meezani Account-i.
- 6.3 HLB/HLISB may record all telephone conversations and Instructions and may use such recordings and transcripts as evidence in any dispute.
- 6.4 The Customer bears the risks of Instructions given in the manner set out herein including the risk of such Instructions being given by unauthorised persons and/or any error, loss or delay resulting from the use of telecommunication devices, networks or electronic means.
- 6.5 The Customer agrees and undertakes to reimburse and pay HLB/HLISB upon HLB's/HLISB's written demand, all losses, claims, demands, costs, damages, expenses and all other liabilities whatsoever which HLB/HLISB may incur in consequence of HLB/HLISB accepting and acting on the Customer's Instructions in accordance with this Clause 6.
- 6.6 Any notices by the Customer to HLB/HLISB (addressed to the Branch at which the Account is maintained), if sent by post or courier service or left at the Branch, shall **NOT** be deemed delivered to HLB/HLISB unless and until acknowledged in writing by HLB/HLISB as received.

7. Changes in Instructions/Customer/Disputes

- 7.1. HLB/HLISB may close the Account in accordance with Clause 17 herein or suspend the operation of the Account in the event of any one or more of the following:
- (a) HLB/HLISB in good faith doubts the authority or authenticity of any instruction purported to be given by the Customer including changes or revocation of instructions given by the Customer; OR
 - (b) where there are changes in the constitution of the Customer whether due to events death, resignation, insolvency, incapacity or otherwise; OR
 - (c) where in the sole opinion of HLB/HLISB, there is evidence of a dispute in relation to the Account; OR
 - (d) HLB/HLISB believes or suspects that the Account is used for money laundering, financing of terrorism or other fraudulent or illegal schemes or activities or is in breach of any guidelines or rules issued by BNM or any other authority; OR
 - (e) to comply with any laws, court order, regulations, sanctions and/or enactments or direction of a regulatory or enforcement authority.
- 7.2. In the event Clause 7.1(c) occurs and HLB/HLISB has suspended the operation of the Account, no further operation of the Account shall be allowed until HLB/HLISB receives written instruction from the Customer in respect of the Account or in any event, from a party who in the sole opinion of HLB/HLISB has the lawful authority to give Instructions on the Account.

8. Deposits and Withdrawals

- 8.1 This Account does not have a maturity period. The Customer may make deposits and withdrawals at any time (subject to HLB's/HLISB's requirements on minimum deposits and withdrawals) by completing the prescribed form and producing the documents required by HLB/HLISB.

- 8.2 All cheques and other monetary instruments may be received for collection but the proceeds will **NOT** be credited/available until HLB/HLISB has received payment for the same. Cheques and other monetary instruments which are deposited into the Account may **NOT**, except by special arrangement, be drawn against until the proceeds have been received by HLB/HLISB.
- 8.3 HLB/HLISB reserves the right to refuse to accept for collection cheques and other monetary instruments which in HLB's/HLISB's opinion are irregular in any manner or which are obviously **NOT** in accordance with the Shariah requirements or which may have been altered in any way notwithstanding that the alteration may have been countersigned by the drawer.
- 8.4 Cheques received for collection but are dishonoured may be returned to the Customer at the Customer's own risks and expense.
- 8.5 HLB/HLISB reserves the right to pay the Customer any amount withdrawn by cash, banker's cheque and/or other forms of remittances/means made available by HLB/HLISB, including a transfer to the Customer's account with any other bank in accordance with the Customer's written instruction and any applicable legal or regulatory requirement.
- 8.6 Customers are required to select "Current Account" when performing cash withdrawals from the Account at the ATM which are:
- Installed by Hong Leong Bank Berhad ("HLB")/HLISB or any member of the Shared ATM Network (SAN); and/or
 - Designated by HLB/HLISB or Visa/MasterCard.

For the avoidance of doubt, although HLB Meezani Account-i is an Investment Account-i product, certain transactions of HLB Meezani Account-i may be reflected as transactions of a "Current Account" or "CA".

9. Sufficient Funds

The Customer shall ensure that there are cleared and sufficient funds available in the Account to perform any of the transactions instructed by the Customer including any withdrawals made by the Customer.

10. Profit

- 10.1. Profit is calculated and accrued daily based on each day's end-day balance subject to the PSR in accordance with the indicative profit rate. The indicative profit rate and PSR are available at the Bank's corporate website at www.hlisb.com.my. If there is an Overnight Policy Rate (OPR) change, the indicative profit rate (after the OPR change) may be changed.
- 10.2. Any changes to the PSR shall be published at the Bank's corporate website at www.hlisb.com.my or advertised by the Bank by any other means which the Bank may deem fit. Customer is reminded to regularly visit HLISB's corporate website for latest applicable PSR. By continuing to use or operate the Account, the Customer shall be regarded as agreeable with the prevailing PSR.
- 10.3. If the actual profit is equivalent to or below the indicative profit rate, the profit shall be distributed based on the PSR. However, if the actual profit rate exceeds the indicative profit rate, the Customer agrees to release the differential sum to the Bank.
- 10.4. Profit will be credited to the Account at every month end in accordance with HLB's/HLISB's prevailing practice (where applicable).

11. Debit Card-i

- 11.1 Save and except where the Customer holds an existing Debit Card/Debit Card-i issued by HLB/HLISB to the Customer, a Debit Card-i for operating the Account will be issued to the Customer upon application by the Customer.

11.2 Each Customer shall only be issued with one (1) Debit Card-i and the Cardholder may link the Account or any of the Cardholder's Savings Account/Savings Account-i or Current Account/Current Account-i to the Debit Card-i to make Retail Purchase Transactions.

11.3 Fees and charges for the Debit Card-i will be borne by the Customer.

12. Dormant Account

12.1 HLB/HLISB may consider the Account to be dormant in the event there are no transactions for a period of **twelve (12)** continuous months or any other period determined by HLB/HLISB.

12.2 Once the Account is considered dormant, the Customer may either opt to reactivate the said account or close the said account before the funds are transferred to the Registrar of Unclaimed Moneys.

12.3 HLB/HLISB reserves the right to impose a charge on the dormant Account at its absolute discretion at the rate(s) stated at HLB's/HLISB's website at www.hlb.com.my and www.hlisb.com.my respectively.

12.4 Any monies standing to the credit of an Account which has **NOT** been operated for **seven (7)** years or more would be classified as unclaimed moneys under Section 8 of the Unclaimed Moneys Act 1965 ("**UMA**") and shall be dealt with by HLB/HLISB in accordance with the UMA, as may be amended from time to time. This may include sending such monies as aforesaid to the Registrar of Unclaimed Moneys pursuant to the UMA.

13. Right of Set-Off and Consolidation

13.1 Without prejudice to any other remedies which HLB/HLISB may have, HLB/HLISB is entitled to by giving **seven (7)** days' prior notice, combine and consolidate the Account and any other Customer's account(s) in HLB/HLISB of whatsoever nature (whether current, deposit, loan, several or joint named account) against the Customer's liabilities with HLB/HLISB and set off and transfer any sum standing to the credit of any such account in or towards the satisfaction of any of the Customer's liabilities to HLB/HLISB under any of the account, agreements or contracts, whether such liabilities are primary, collateral, joint or several or in any other currencies.

13.2 Where the credit balances in any such account or any payments being made or monies received are **NOT** in **Ringgit Malaysia** or in any other mutually agreed currency, HLB/HLISB is entitled to convert the same and for this purpose, the Ringgit Malaysia equivalent shall be determined by HLB/HLISB at its absolute discretion at HLB/HLISB's prevailing spot rate of exchange.

13.3 HLB/HLISB's rights hereunder shall **NOT** be affected by the bankruptcy, insanity or death of the Customer.

14. No Set-Off or Counterclaim by the Customer

Until all monies owing are paid or discharged in full, the Customer shall not by paying off any sum recoverable by HLB/HLISB or by any other means or on any other ground claim any set-off or counter claim against HLB/HLISB in respect of any liability from HLB/HLISB to the Customer or any other party. The Customer agrees that nothing in the arrangements between HLB/HLISB and the Customer and or any other party shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right which HLB/HLISB have existing or implied by law.

15. Lien

HLB/HLISB is authorised to exercise a lien over any and all monies and properties of the Customer and any security party which (for any reason) is in or which howsoever comes into

the possession or control of HLB/HLISB. HLB/HLISB may dispose of or sell such properties and apply the proceeds of sale after deduction of expenses to satisfy any obligations, indebtedness and liabilities owing by the Customer to HLB/HLISB.

16. Application of Payment

Notwithstanding any other provisions contained herein to the contrary, HLB/HLISB is entitled to apply any payments received from the Customer or from any person making payments on behalf of the Customer (irrespective of whether the purpose of the payment is specified or not) towards satisfaction in whole or part of any amount of principal, profit (including late payment charge/compensation charges) or other sums of monies then owing by the Customer to HLB/HLISB in any order that HLB/HLISB deems fit.

17. Closure of Account(s)

17.1 HLB/HLISB may close the Account by giving written notice to the Customer without having to give any reason for doing so. HLB's/HLISB's entire liability shall be discharged upon delivering or mailing to the Customer at the last address informed to HLB/HLISB the proceeds, if any, standing in the credit of the Account in the form of a banker's cheque or any other remittances.

17.2 Without prejudice to Clause 17.1 above, HLB/HLISB may close the Account in accordance with BNM's guidelines in relation to bankruptcy, winding-up or dissolution.

17.3 In the event the monies including any profit accrued to the credit of the Account is remitted to the Registrar of Unclaimed Moneys pursuant to the UMA and any statutory amendments thereof, then the relevant Account shall be closed.

17.4 HLB/HLISB reserves the right to impose a service charge in the event the Account is closed within **six (6)** months of opening of account or such other period as may be determined by HLB/HLISB with **twenty-one (21)** days' prior notice.

17.5 HLB/HLISB may also close the Account in the event there is no minimum initial deposit within **thirty (30)** calendar days from the date Account was created or if the balance is below the required minimum balance.

17.6 Upon closure of the Account, such closure shall be deemed to be an act of terminating the Mudarabah with the return of investment. The valuation will be in accordance with the Malaysian Financial Reporting Standards ("MFRS"). Profit (if any) generated from the Account shall be distributed according to the prevailing PSR based on the duration of placement, and any loss suffered from the investments (if any) shall be borne by Customer unless such loss is due to HLB/HLISB's misconduct, negligence or breach of specified terms.

18. Statement of Account

18.1 A statement of the Account will be rendered once a month or at such periods as may be determined by HLB/HLISB. The Customer must examine all entries in the statement of account, or in the case of Hong Leong Online for Personal Customers, the Online Account Statement, and to immediately report to HLB/HLISB any error found therein. If the Customer does not, within **fourteen (14)** days (or such other period specified by HLB/HLISB in the statement/notice/Online Account Statement) after the receipt of the statement of account or from the Statement Date of the Online Account Statement, object to any entry therein the Customer shall be deemed to have accepted the entries made up to the date of the last entry in the statement of account/Online Account Statement, as in the case of Hong Leong Online for Personal Customers, as correct and discharge HLB/HLISB from all liabilities.

18.2 In all cases, a statement of balance ending on 30th June and 31st December or at such periods/dates as may be determined by HLB/HLISB will be sent to the Customer who are requested to confirm by returning the confirmation slip duly signed for the purpose of audit. In the absence of any objection to the statement within **fourteen (14)** days (or such other period

specified by HLB/HLISB in the statement or notice) after its receipt by the Customer, the Account shall be deemed to have been confirmed.

19. Costs, Expenses, Tax and Other Charges

19.1 Subject to Clause 13, HLB/HLISB shall be entitled to impose and deduct from or debit the Account the following:

- (a) service fees and other miscellaneous charges, including the usual bank charges, commissions, and stamp duty, on all transactions and services provided at such rates as may be notified from time to time;
- (b) legal fees (on a solicitor and own client basis) incurred for the recovery of the monies owing to HLB/HLISB at such rest period as may be stipulated by HLB/HLISB from the date of such sums having been paid or expended or owing until date of settlement; and
- (c) wherever applicable, service charges on the Account and any profit on credit balances will be calculated according to the rules of AIBIM or HLISB.

19.2 HLB/HLISB reserves the absolute right to vary such service fees, commissions and other charges at any time and from time to time with **twenty-one (21)** days prior notice.

19.3 The service fees, commissions and other miscellaneous charges required to be paid by the Customer to HLB/HLISB under these T&Cs are exclusive of any Tax, which if payable, shall be paid by the Customer without any set-off, restriction or condition.

19.4 In the event HLB/HLISB is required by law to deduct or withhold any amount in respect of any Tax payable by the Customer, HLB/HLISB shall be entitled to deduct or withhold the aforesaid amount from the Account or any amounts due to the Customer, as applicable.

19.5 Standard fees and charges in relation to HLB Meezani Account-i and Debit Card-i shall apply and can be found at the Bank's website.

| HLB Meezani Account-i | Debit Card-i |
|---|--|
| <p data-bbox="349 1151 799 1178">www.hlisb.com.my/investmentaccount-i</p>  | <p data-bbox="1026 1151 1284 1178">www.hlisb.com.my/dci1</p>  |

20. Business Hours and/or Days

The business hours and/or days of HLB/HLISB may be extended, changed or otherwise revised in accordance with its business and operational requirements with prior notice.

21. Waiver

No failure or delay on the part of HLB/HLISB in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Bank under these T&Cs shall impair any such right, power, privilege or remedy or be construed as a waiver thereof or an acquiescence in such default, nor shall any action by HLB/HLISB in respect of any default or any acquiescence in any such default impair any right, power, privilege or remedy of HLB/HLISB in respect of any other or subsequent default.

22. Undertakings of the Customer

- 22.1 In addition and without prejudice to the powers, rights and remedies conferred on HLB/HLISB herein, in law and/or in equity, the Customer hereby agrees and undertakes to reimburse and pay HLB/HLISB upon HLB/HLISB's written demand, all losses, damages, costs and expenses (including but **NOT** limited to legal expenses on a solicitor and own client basis) which HLB/HLISB may sustain or incur as consequence of any default in payment by the Customer of any sum owing including but **NOT** limited to any compensation/charge or fees paid or payable on account of or in respect of any funds utilised, borrowed/financed or deposits from third parties in order to maintain the amount in default or in liquidating or re-employing such funds or deposits or for any breach of any of these T&Cs.
- 22.2 The Customer further agrees and undertakes to reimburse and pay HLB/HLISB upon HLB's/HLISB's written demand all losses, costs and charges which HLB/HLISB may incur by reason of its guaranteeing any endorsements, discharge or discharges on any cheque, bill, note, draft, dividend warrant or other instruments presented by the Customer for collection and every such guarantee given by HLB/HLISB shall be deemed to have been given at the Customer's expressed request in every case.
- 22.3 In the event the Customer comprises more than one person, the undertaking under Clause 22 shall be deemed to have been given to HLB/HLISB by each and every person comprising the Customer on a joint and several basis.

23. Limitation of Liability

- 23.1 Save and except for damages arising directly from HLB/HLISB's wilful default or gross negligence, HLB/HLISB will **NOT** be responsible or liable to the Customer and/or any third-party for any loss (whether direct or indirect) of profits or business or goodwill or any indirect or consequential loss or damages whatever or howsoever arising even if HLB/HLISB has been advised of the possibility of such loss or damage or claim by any third-party.
- 23.2 Subject to the provisions herein, HLB's/HLISB's 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 T&Cs 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.
- 23.3 Each provision of this Clause 23 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 Account or services.

24. Force Majeure

Notwithstanding any other provisions herein, in the event HLB/HLISB is unable to perform any operations or to provide any services due to any reason beyond HLB's/HLISB's control, including but **NOT** limited to fire, earthquake, flood, epidemic, pandemic, natural catastrophe, accident, riots, civil disturbances, industrial dispute, act of public enemy, embargo, war, act of God or any factor in a nature of a force majeure or any failure or disruption to telecommunication, electricity, water, and fuel supply, HLB's/HLISB shall **NOT** in any way be liable for any inconvenience, loss, injury, and damages suffered or incurred by the Customer arising from the same.

25. Severability

If any provision, term or condition herein or any security document taken is or becomes illegal, void, invalid, prohibited or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or unenforceability without invalidating in any manner whatsoever the remaining provisions of these T&Cs or the respective security document, as the case may be.

26. Notices by HLB/HLISB

- 26.1 Any notification from HLB/HLISB to Customers may be given in any of the following manner:
- (a) by ordinary post or registered post or courier or by hand sent to or left at the Customer's last known address registered with HLB/HLISB and shall be deemed to be received by the Customer within **three (3)** business days from posting if sent by ordinary post or registered post and within **two (2)** business days from sending if by courier or upon acknowledgment of receipt if by hand; or
 - (b) by general notice in **one (1)** major newspaper or posted at HLB's/HLISB's branch premises or on visual screen through a computer or visual terminal or at its website "www.hlb.com.my/www.hlisb.com.my", and the notice shall be deemed to have been sent or effective from the date of such notice is made available or the date specified in the notice.
- 26.2 Any change, including but **NOT** limited to these T&Cs, features of any of the financial products and the Customer's rights and obligations would be communicated to such Customer's in the manner mentioned under Clause 26.1 above before the changes are introduced.

27. Disclosure

In addition to the permitted disclosures provided under Schedule 11 of the Islamic Financial Services Act 2013, the Customer authorizes and permits HLB/HLISB, its officers and employees to disclose and furnish all information concerning the Account, these T&Cs, present and future accounts of the Customer and any other matters relating to the Customer or its business and operations to:

- (a) other financial institutions granting or intending to grant any credit facilities to the Customer, the Central Credit Bureau or any other central credit bureau established by BNM, Cagamas Berhad, Credit Guarantee Corporation, or any other relevant authority as may be authorised by law to obtain such information or such authorities/agencies established by BNM or any agency established by AIBIM;
- (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's/HLISB's holding company;
- (c) the security parties or any party intending to provide security in respect of the Account(s);
- (d) HLB's/HLISB's auditors, solicitors and/or other agents in connection with the recovery of moneys due and payable hereunder; and
- (e) HLB's/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.

The Customer hereby consents to such disclosure and confirms that HLB/HLISB, its officers and employees shall be under no liability for furnishing such information or for the consequences of any reliance which may be placed on the information so furnished in accordance with these T&Cs.

28. Representation and Warranty on Processing of Personal Information

The Customer hereby represents and warrants that the Customer has/have obtained the consent of all persons named in the Customer's application for the Account(s) or such other document submitted to HLB/HLISB in support of such application and/or their authorised representatives, including but **NOT** limited to the Customer's directors, shareholders, authorised signatories or such other persons as specified by HLB/HLISB ("**Relevant Data Subjects**"), for HLB's/HLISB's collection, holding and use of the personal information of the Relevant Data Subjects in accordance with HLB's/HLISB's Privacy Notice as may be amended from time to time.

29. Consent to Process Personal Information

The Customer hereby agrees and consents to the holding, collection and use of all personal data provided to HLB/HLISB by the Customer 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 Customer in connection with the Account in accordance with the Privacy Notice of HLB/HLISB as may be amended from time to time.

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

30.1 The Customer hereby acknowledges that HLB/HLISB practices a zero-tolerance position towards any form of bribery and corruption in line with its ABC Policy.

30.2 The Customer hereby acknowledges and undertakes as follows:

- (a) that the Customer has read and understood the ABC Policy;
- (b) that the Customer shall, and shall cause its directors, officers, employees and its authorised representatives or agents, to comply with the ABC Policy and Anti-Bribery Laws; and
- (c) to notify HLB/HLISB of any non-compliance or attempted non-compliance with the ABC Policy and/or Anti-Bribery Laws by any employee of HLBG or persons associated with HLBG by reporting the same through the HLB/HLISB Whistleblowing Policy.

31. Terms & Conditions

31.1 The operation and utilisation of the Account shall be on these T&Cs and any other terms and conditions which may be prescribed by HLB/HLISB. The Customer may only vary or amend these terms if expressly agreed to in writing by HLB/HLISB.

The Customer acknowledges and agrees that the utilisation of the Account will be used for any Shariah-compliant Goods and Services' activities or purposes and if it is used for any Shariah non-compliant activities or purposes, it is not under HLB's/HLISB's responsibility or liability.

31.2 The Bank reserves the right at any time with **twenty-one (21)** calendar days' notice to add, delete, suspend or vary the T&Cs contained herein, wholly or in part, at its discretion by way of posting on the Bank's Website, or in any manner deemed suitable by the Bank. Customers agree to access the website at regular time intervals to view the T&Cs and ensure they are kept up-to-date on any change or variation to the T&Cs. The opening and continued maintenance of the Account by the Customer shall constitute consent by the Customer to be bound by these T&Cs subject to Shariah compliance.

31.3 These T&Cs must be read together with the PDS and shall be construed as a single agreement between the Bank and the Customer. If there is any conflict between the provisions of these T&Cs and the PDS, the provisions of these T&Cs shall prevail.

31.4 New/Additional Features or services – Where the Bank offers new or additional features or services to the Customer, the Customer's acceptance in the manner prescribed by the Bank and use of such new or additional features or services shall be deemed acceptance by the Customer of these T&Cs and such additional terms and conditions (if any) as may be prescribed by the Bank subject to Shariah compliance.

31.5 If there is any inconsistency between these T&Cs and the terms and conditions for any electronic, phone and/or internet banking services made available by HLB/HLISB, the terms and conditions for the electronic, phone and/or internet banking services shall prevail only to the extent of such inconsistency.

32. Governing Law & Jurisdiction

These T&Cs shall be governed by and construed in all respects in accordance with the laws of Malaysia but in enforcing its rights, HLB/HLISB shall be at liberty to initiate and take actions or proceedings or otherwise against the Customer and any party in Malaysia and/or elsewhere

as HLB/HLISB may deem fit and the Customer agrees that where any actions or proceedings are initiated and taken in Malaysia it shall submit to the non-exclusive jurisdiction of the Malaysian Courts in all matters connected with its obligations and liabilities under or arising out of the Account and these T&Cs.

33. Terms & Conditions Supersedes

These T&Cs supersedes all prior rules and regulations and/or terms and conditions governing the Account.

34. Security and Disclaimer

These T&Cs contain requirements/instructions to the Customer with regard to the security of their accounts, account related instruments and records. Where any express term/requirement/instruction in these T&Cs is **NOT** complied with by the Customer, HLB/HLISB will be discharged from all liabilities in relation to the same. The Customer understands that where access to accounts is facilitated by the Customer to other/multiple parties, the Customer will address the need for internal safeguards and the checking of account statements as set out herein.

35. Customer's Responsibilities and Security Obligations

35.1 It is the Customer's responsibility to safeguard their Account(s) against unauthorised and fraudulent use. As such, the Customer agrees to be responsible to ensure that the following preventative measures are taken, including but not limited to:

- (a) not misuse, conduct illegal, unlawful fraudulent activities through the Account(s); and
- (b) not allow the Account(s) to be used by third parties or unknown persons.

35.2 HLB/HLISB reserves the right to invalidate temporarily, suspend or block the Customer's access to the Account and/or use of the Customer's Account until further verification if we detect potential unauthorised access and HLB/HLISB will inform the Customer as soon as practicable, subject to legal and/or regulatory restrictions. Once verification is successful, the Customer's access to the Account will be reinstated.

36. Important: Please note that a Customer's failure to abide by any of the terms stated in any part of these Terms & Conditions will discharge HLB/HLISB from all liabilities. If Customer have any enquiries regarding the T&Cs, please email us at hlonline@hlbb.hongleong.com.my.

37. The Customer is required to be aware of any sanctions imposed by countries/organisations where they wish to send funds to or receive funds from. If any funds/documents/transactions are delayed/blocked/held in relation to the said sanctions, HLB/HLISB will **NOT** be held liable for such delay/block/holding.

38. Rewards

Customers may earn Rewards by participating in the Rewards Program, as detailed in Appendix 1. The Rewards Program features multiple tiers of rewards based on frequency, with each tier offering specific objectives and corresponding values ("Rewards").

APPENDIX 1

Rewards Program

1. Eligibility

- 1.1 All Customers with an active HLB Meezani Account-i and are active users of HLB Connect, from the start of the period of Rewards selection until the Rewards fulfilment (“Rewards Program Period”), are eligible to participate in the Rewards Program.
- 1.2 Permanent, contract and temporary staff or employees of HLISB who are directly involved in the recipient selection process for the Rewards Program shall **NOT** be eligible to participate in the Rewards program.
- 1.3 The Bank reserves the right to disqualify any Customers who:
 - (a) have in the past committed, or are currently suspected of committing fraudulent, unlawful or wrongful acts in relation to any facilities granted by the Bank; and/or
 - (b) are facing bankruptcy proceedings, or have been declared bankrupt either before, during or after the Rewards Program; and/or
 - (c) have breached any terms and conditions of these T&Cs at any time before, during or after the Rewards Program.

2. Rewards Mechanics and Selection of Rewards Recipients

2.1 Earning Entries:

- (a) Entries for the Daily Rewards Selection are earned based on the End-of-Day Balance (“EDB”) in the Customer’s HLB Meezani Account-i.
- (b) For the Weekly, Monthly, Quarterly and Yearly Rewards Selection, entries are earned based on the Average Balance for the respective period based on the following formula:

$$\text{Entry Earned} = (\text{Total Daily Balance} \div \text{Number of days}) / \text{Minimum required amount}$$

- 2.2 The selection of Rewards recipients (“Rewards Selection”) will be conducted according to the Rewards Frequency determined by the Bank (*refer to Table 1 below*).

2.3 Entitlement for each Rewards category are as follows:

- (a) Daily Rewards: once per calendar month
- (b) Weekly Rewards: once per calendar month
- (c) Monthly Rewards: once per quarter
- (d) Quarterly Rewards: once per year
- (e) Yearly Rewards: once throughout the Rewards Program Period

Note :

1. For Weekly Rewards, the calculation of the rewards starts on a Monday and ends on a Sunday of the week.
2. For Monthly Rewards, the calculation is based on the respective calendar month.
3. For Quarterly Rewards, the calculation is based on every quarter of the year.
4. For Monthly, Quarterly, and Yearly Rewards, a customer can only be awarded with **one (1)** reward tier in the respective Rewards Categories, even if they are eligible for all tiers.

2.4 Fulfilment Schedule & Rewards Recipients Notification:

- (a) Crediting of Daily, Weekly, Monthly, Quarterly and Yearly Cash Rewards will be processed on the following day from the Rewards Selection. Please refer to Table 1 below for crediting on the Cash Rewards.
- (b) For non-cash Rewards, fulfilment will occur within **ninety (90)** business days from the date

of the Rewards recipient announcement. The recipients will be contacted by the Bank on a best-effort basis at their latest telephone numbers recorded in the Bank's system for Rewards collection arrangement.

- (c) Rewards recipients will be notified of their selection results via HLB Connect App within **seven (7)** business days from the Rewards Selection date.

3. Rewards Categories

- 3.1 Customers who meet the criteria in the following categories will earn entries for the corresponding rewards:

Table 1

| Rewards Frequency | Purpose | Balance Requirement | Rewards | No. of Recipients |
|-------------------|--|--|---|-------------------|
| Daily | <i>Helping with Customer's daily expenses</i> | RM 100 (end day balance) | RM 50 Cash (credited into HLB Meezani Account-i) | 50 |
| Weekly | <i>A treat for the family</i> | RM 200 (weekly average balance) | RM 100 Cash (credited into HLB Meezani Account-i) | 100 |
| Monthly | <i>Plant the seeds to kickstart Customer's goals</i> | Tier 1 RM 300 (monthly average balance) | RM500 Cash (credited into HLB Meezani Account-i) | 20 |
| | | Tier 2 RM 500 (monthly average balance) | RM1,000 Cash (credited into HLB Meezani Account-i) | 10 |
| | | Tier 3 RM 2,000 (monthly average balance) | Yamaha Motorbike (Monthly Grand Reward) | 1 |
| Quarterly | <i>Rezeki to boost Customer's dreams and plans</i> | Tier 1 RM 1,500 (quarterly average balance) | Harvey Norman Gift Card RM3,000 | 5 |
| | | Tier2 RM 2,000 (quarterly average balance) | 10gm 999 gold bullion | 5 |
| | | Tier 3 RM 2,500 (quarterly average balance) | RM7,000 Cash (credited into TIA-i)* | 5 |
| Yearly | <i>Building Customer's long-term foundation</i> | Tier 1 RM 10,000 (yearly average balance) | Family Holiday Package worth RM25,000 | 4 |
| | | Tier 2 RM 15,000 (yearly average balance) | Umrah Package** for 2 persons worth RM30,000 | 4 |

| | | | | |
|--|--|--|---|---|
| | | Tier 3 RM 30,000 (yearly average balance) | RM100,000 Cash for Education/future (credited into HLB Meezani Account-i or TIA-i)*** | 2 |
| | | Tier 4 RM 50,000 (yearly average balance) | Denza D9 car (on the road without insurance) | 1 |

*Recipients of Tier 3 Quarterly Rewards must have or open a Term Investment Account-i ("**TIA-i**") for the purpose of Rewards fulfilment subject to the terms and conditions of TIA-i.

**Non-Muslim Rewards recipients may substitute the Umrah Package with other travel packages worth the same amount offered by the Bank's partner; Andalusia Travel & Tours Sdn Bhd.

***Rewards will be credited to the Rewards recipient's HLB Meezani Account-i or TIA-i. Recipients must have or open a TIA-i for the purpose of Rewards fulfilment subject to the terms and conditions of TIA-i (if applicable).

3.2 The tables below provide sample of calculations on how the Rewards entries may be earned:

a) Daily Rewards

Illustration :

EDB: RM 190

Entry earned: $RM\ 190 \div RM\ 100 = 1.9 = 1\ \text{entry}$

b) Weekly Rewards

Illustration :

Day of account opening : Wednesday

Total daily balance for 5 days (Wednesday to Sunday) : RM 10,000

Average daily balance: $RM\ 10,000 \div 5 = RM\ 2,000$

Entries earned: $RM\ 2,000 \div RM\ 200 = 10\ \text{entries}$

c) Monthly Rewards

Illustration :

Date of account opening : 10th of August 2025

Total daily balance for 22 days (from 10th - 31st August): RM 10,000

Average daily balance: $RM\ 10,000 \div 22 = RM\ 454.55$

Entries earned:

- Tier 1 (minimum RM 300) = **1 entry**
- Tier 2 (minimum RM 500) = **Not eligible**

4. Rewards Notification and Claim

- 4.1 For all cash Rewards, recipients will receive an In-App Notification (“IAP”) through HLB Connect App within **seven (7)** working days from the date of Rewards Selection. The cash Rewards will be credited to the Rewards recipient’s HLB Meezani Account-i or TIA-i as per Table 1.
- 4.2 For non-cash Rewards, Rewards recipients may be required to provide identification and sign a release form to claim their Rewards.
- 4.3 If a Rewards recipient cannot be contacted or fails to claim the Rewards within **thirty (30)** business days from the date of the announcement of the Rewards recipients, the Bank reserves the right to forfeit the Rewards and select an alternative Rewards recipient.
- 4.4 In the event of non-receipt of the Rewards, it is the obligation of the selected Rewards recipients to inform the Bank within **ninety (90)** business days from the date of the announcement of the recipients. Failing to do so, the selected recipients are deemed to have received the Rewards and any complaints of non-receipt thereof shall not be entertained by the Bank.

5. General Terms

- 5.1 The duration of the Rewards program shall be for **one (1)** year from product inception.
- 5.2 Rewards are not transferable, exchangeable for cash, or substitutable with other items and are exclusive of any taxes, fees, or surcharges, which shall be borne by the Rewards recipient. The Bank reserves the right to replace the Rewards with any other item of equal value at its discretion due to unavailability of the item or unforeseen circumstances etc.
- 5.3 The Bank assumes no responsibility for any loss or damage or expenses arising in connection with the Rewards Selection, howsoever arising, including without limitation, from any late or non-notification, any error in computing, technical hardware or software breakdown, malfunctions or defects, failed, delayed or incorrect transactions, or lost or unavailable network connections, or any notice that is lost or misdirected, which may affect a Customer’s eligibility in the Rewards Selection.
- 5.4 The decisions of the Bank on all matters relating to or in connection with the Rewards Program, including, but not limited to, the eligibility of any Customer, the selection of the Rewards recipients, and the term of the Rewards Program, are at its absolute discretion and shall be final, conclusive and binding on all parties. The Bank shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Rewards Program and no appeal, correspondence or claims will be entertained.
- 5.5 The Bank is not an agent of the third-party merchants. Accordingly, the Bank makes no representation to the quality or performance of the goods and services provided by the third-party merchants and the Bank assumes no liability or responsibility for the acts or omissions of the third-party merchants or any non-performance or defects in the Rewards. Any dispute about the quality or service standard must be resolved directly with the third-party merchants. The Bank shall not be required to assist or act on the Customer’s behalf in communicating with the third-party merchants.
- 5.6 By participating in the Rewards Program, the Customer:
 - a) confirm that they have read, understood and agree to be bound by the T&Cs herein, available at the HLISB website
 - b) agree that all records of the EDB captured by the Bank’s system for the purpose of this Rewards Program are accurate and final;
 - c) agree that the Bank’s decision on all matters relating to this Rewards Program, including the selection of the Rewards recipients, shall be final, conclusive and binding on all the Customers;
 - d) confirm that their contact details (i.e. phone number, email address, etc.) in the Bank’s system are up-to-date and shall keep such contact details up-to-date;
 - e) agree that the Rewards are non-transferable to any third-party and non-exchangeable

- for any cash, credit, cheque or in kind;
- f) agree to access the HLISB website at regular intervals to view these T&Cs to ensure they keep up-to-date with any changes or variations to these T&Cs;
 - g) agree to authorise the Bank to disclose their personal data i.e., contact numbers and email addresses to its authorised third-party vendor, for the purpose of sending the Rewards; and
 - h) agree to be liable and shall personally bear all applicable taxes, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to their participation in the Rewards Program.
- 5.7 The Bank reserves the right to:
- a) review, change, modify, or remove the Rewards criteria, eligibility, Rewards Selection mechanics, Rewards structure, and Rewards Selection frequency at any time with notice by posting the same on the HLISB website;
 - b) disqualify any Customer who: has in the past committed, or is currently suspected of committing, fraudulent, unlawful, or wrongful acts in relation to any facilities granted by HLB/HLISB; is facing bankruptcy or who attempts to manipulate the Rewards Selection entry mechanism;
 - c) forfeit and/or claw back the Rewards where there is non-compliance with the T&Cs herein;
 - d) add, delete or amend the T&Cs herein, wholly or partially, or to terminate the Rewards Program, by way of posting on the HLISB website or in any other methods which the Bank deems practical, in order to give prior notice to the Customer; and
 - e) disqualify any Customers from participating in the Rewards Program if they do not comply with these T&Cs or any other terms and conditions applicable to the HLB Meezani Account-i, as the Bank considers reasonably appropriate.
- 5.8 The T&Cs herein shall be governed by and construed in accordance with the laws of Malaysia and the Customers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 5.9 In the event of any discrepancies between these T&Cs as compared to the advertising, promotional, publicity and other materials relating to or in connection with the Rewards Program, the final terms and conditions on the HLISB website shall prevail.

If Customers have any enquiries regarding the T&Cs, please email us at hlonline@hlbb.hongleong.com.my.

WARNING

THE RETURNS ON THIS INVESTMENT ACCOUNT-i WILL BE AFFECTED BY THE PERFORMANCE OF THE UNDERLYING ASSETS. THE PRINCIPAL AND RETURNS ARE NOT GUARANTEED AND ACCOUNT HOLDER RISKS EARNING NO RETURNS AT ALL. THIS INVESTMENT ACCOUNT-i IS NOT PROTECTED BY PIDM.