

e-Statement and e-Tax Invoice Facility Terms and Conditions

Last Updated on 1 September 2021

The e-Statement and e-Tax Invoice Facility Terms and Conditions (collectively “Terms and Conditions”) set out the terms and conditions upon which Hong Leong Bank Berhad (“**HLB**”)/Hong Leong Islamic Bank Berhad (“**HLISB**”) will provide the e-Statement Facility (as defined herein) and/or e-Tax Invoice Facility (as defined herein) to the Customer.

1. Definitions and Interpretation

1.1 Definitions

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

“Designated Email”	Means the last known electronic mail address of the Customer in HLB/HLISB’s records and/or as instructed or designated by the Customer for the purpose of the e-Statement Facility and/or the e-Tax Invoice Facility.
“e-Statement Facility”	Means the service whereby HLB/HLISB will, at the Customer’s request, transmit and/or make available the Customer’s Statement(s) of Account and/or other transaction records, advices and documents (“ Documents ”) and/or Tax Invoices to the Customer by either one or all of the following methods: (a) Transmission to the Designated Email; (b) Making available all of the aforesaid documents at HL Connect; and/or (c) Such other electronic medium as HLB/HLISB may designate from time to time by giving prior notice to the Customer.
“e-Tax Invoice Facility”	Means the service whereby Tax Invoices will be issued and transmitted to the Customer to the Designated Email and/or made available through HL Connect or such other means as HLB/HLISB deems appropriate in its sole and absolute discretion.
“e-Statement”	Means the Statement(s) of Account which has been transmitted and/or made available to the Customer through the e-Statement Facility.
“e-Tax Invoice”	Means the Tax Invoice which has been transmitted and/or made available to the Customer through the e-Tax Invoice Facility.
“HL Connect”	Means HLB/HLISB’s personal digital banking services and such other services as may be added, withdrawn, varied or replaced by HLB/HLISB at any time or from time to time which enables the Customer to perform banking services through the Internet.

“Statement(s) of Account”	Means the statement of account(s) issued by HLB/HLISB to the Customer in respect of the Customer’s relevant banking and/or credit facilities and/or accounts on a monthly basis or such other periodic basis as determined by HLB/HLISB.
“Tax Invoice”	Means the tax invoices, debit notes, credit notes and other documents issued by HLB/HLISB pursuant to the relevant and applicable laws and regulations.

1.2 Interpretation

- (a) Words importing the singular shall include the plural and vice versa and those importing the masculine gender shall include the feminine and neuter gender and vice versa.
- (b) Where there are two or more persons comprised in the term “the Customer”, instructions, agreements, undertakings, obligations expressed to be issued or give 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.

2. Scope

The e-Statement Facility is only available for the statement-based accounts specified by HLB/HLISB and as may be updated from time to time at: <https://www.hlb.com.my/en/personal-banking/help-support/general-faq/e-statement.html>

3. Agreement

By the Customer using and continuing to use the e-Statement Facility and/or e-Tax Invoice Facility, the Customer represents, warrants and undertakes that the Customer has read, understood and agrees to be bound by:

- (a) these Terms and Conditions and any additions or amendments as may be made thereto by HLB/HLISB at any time and from time to time;
- (b) the applicable terms and conditions for the Customer’s banking and/or credit facilities and/or accounts in respect of which the e-Statement Facility and/or e-Tax Invoice Facility is/are provided;
- (c) The Terms and Conditions for Connect by Hong Leong Bank applicable to HL Connect as may be amended from time to time;
- (d) All terms and conditions of other facilities, benefits or services that HLB/HLISB may from time to time make available to the Customer in connection with the e-Statement Facility and/or e-Tax Invoice Facility; and
- (e) All laws, rules, regulations and guidelines applicable to the e-Statement Facility and/or e-Tax Invoice Facility now existing or which may hereinafter be enacted, issued or enforced, and as may be amended from time to time with prior notice.

4. Customers may enrol for the e-Statement Facility and/or e-Tax Invoice Facility via the following channels:

- (a) Visit any Branch or Call Centre at 03-7626 8899:

Customer requires to register his/her e-mail and request that HLB/HLISB stops providing printed and mailed Statements of Account and/or Documents and/or Tax Invoices to the Customer.

- (b) HL Connect (Personal Online Banking):
Register at www.hongleongconnect.my
5. The Customer is responsible to register for HL Connect to enrol for the e-Statement Facility and/or e-Tax Invoice Facility which is/are also made available for viewing and downloading through HL Connect. The e-Statement and e-Tax Invoice shall only be available for viewing through HL Connect for such period as specified by HLB/HLISB for the relevant product/account at the HLB/HLISB website at: <https://www.hlb.com.my/en/personal-banking/help-support/general-faq/e-statement.html> which may be updated from time to time.
 6. Upon the Customer's successful enrolment for the e-Statement Facility and/or e-Tax Invoice Facility, the paper-based Statements of Account and where applicable, Documents, and Tax Invoices may cease to be generated on the next statement date or such other date as may be decided by HLB/HLISB in its sole and absolute discretion and HLB/HLISB will cease to provide printed and mailed Statements of Account and/or Documents and/or Tax Invoices to the Customer.
 7. For the avoidance of doubt, HL Connect Customers who are able to view and download Statements of Account and/or Documents and/or Tax Invoices without enrolling for the e-Statement Facility and/or e-Tax Invoice Facility are advised to perform the steps set out in Clause 4(b) herein so that HLB/HLISB will cease to print and mail Statements of Account and/or Documents and/or Tax Invoices to the Customers.
 8. The e-Statement Facility and/or e-Tax Invoice Facility is provided by HLB/HLISB and HLB/HLISB may modify, change, restrict, withdraw, cancel, suspend or discontinue the e-Statement Facility and/or e-Tax Invoice Facility at any time or from time to time with prior notice to the Customer. The Customer understands that by continuing to use the e-Statement Facility and/or e-Tax Invoice Facility after any modification or change has been effected to the e-Statement Facility and/or e-Tax Invoice Facility, the Customer would have agreed to and accepted such modification or change.
 9. The Customer is solely responsible:
 - (a) to ensure that the computer terminal and/or personal electronic device and related software and hardware that are used to view and access the e-Statement Facility and/or e-Tax Invoice Facility and to print the e-Statements and e-Tax Invoices, meet the required specifications and configurations as specified by HLB/HLISB; and
 - (b) to install, maintain and ensure the security of the Customer's computer terminal, personal electronic device and/or other electronic device, related hardware and software (including the internet browser software) and internet/data connection used to access HL Connect and the e-Statement Facility.
 10. The Customer is the owner and designated user of the Designated Email provided to HLB/HLISB and shall take all necessary security measures and precautions to ensure

that the Designated Email is not accessed by any unauthorized third party. The e-Statement and/or e-Tax Invoice can be accessed/viewed normally by accessing the Designated Email and/or through HL Connect.

11. The e-Statement and/or e-Tax Invoice shall be deemed to have been delivered to and received by the Customer when the e-Statement of Account and/or e-Tax Invoice is/are available for viewing at HL Connect or when HLB/HLISB sends the e-Statement of Account and/or e-Tax Invoice to the Customer's Designated Email on the relevant e-Statement date or e-Tax Invoice date and/or date of issuance of the e-Statement or e-Tax Invoice, whichever is applicable.
12. For avoidance of doubt, in the case of e-Tax Invoices issued under these Terms and Conditions, once the Customer has applied for and been successfully enrolled for the e-Tax Invoice Facility, the Customer must retain the e-Tax Invoice received pursuant to the e-Tax invoice Facility, in readable and encrypted form for a period of seven (7) years from the date of delivery as set out in Clause 11 of these Terms and Conditions. HLB/HLISB shall not be liable or responsible for the production of such e-Tax Invoice by the Customer for purposes of any audit conducted on the Customer by the relevant tax authority, once the e-Tax Invoice has been issued and delivered to the Customer.
13. Notwithstanding Clause 6 above, HLB/HLISB reserves the right to send the paper-based Statements of Account and/or Documents to the Customer's last known or recorded mailing address in HLB/HLISB's records in some circumstances or upon the occurrence of certain events as may be determined by HLB/HLISB, in which event the Customer is responsible and agrees to view and check such paper-based Statements of Account and/or Documents promptly and in a timely manner.
14. The Customer is required to check all e-Statements and/or Documents and/or e-Tax Invoices for any inaccuracies, discrepancies, errors and/or unauthorized transactions timely and in a prompt manner. If there is any delay or failure in the delivery of the e-Statement and/or e-Tax Invoice or there are any inaccuracies, discrepancies, errors and/or unauthorized transactions ("**Errors**"), the Customer shall notify HLB/HLISB immediately by calling HLB/HLISB's Call Centre at 03-7626 8899 for any non-receipt or Errors in the e-Statement and/or e-Tax Invoice. In the event HLB/HLISB does not receive any report from the Customer of such aforementioned non-receipt or Errors in the e-Statement and/or e-Tax Invoice within fourteen (14) days from the e-Statement or e-Tax Invoice date, the Customer shall be deemed to have conclusively accepted the entries shown in the e-Statement and/or e-Tax Invoice as being true, accurate and binding against the Customer.
15. The Customer may terminate the e-Statement Facility and/or e-Tax Invoice Facility at any time by contacting HLB/HLISB Call Centre at 03-7626 8899 or by visiting any of HLB/HLISB branches.
16. Upon termination of the e-Statement Facility and/or e-Tax Invoice Facility, HLB/HLISB shall use reasonable endeavours to generate and send the paper-based Statements of Account and/or Document and/or Tax Invoices to the Customer's last known or recorded mailing address appearing in HLB/HLISB's records on the next statement date or date of issuance of the Documents or Tax Invoices (whichever is applicable) or such other date as may be decided by HLB/HLISB and notified to the Customer. However, the Customer understands that the cancellation of the e-Statement Facility and/or e-Tax

Invoice Facility may not take effect immediately and would depend on HLB/HLISB's processing of the notice of termination as well as the processing times involved in the generation of Statements of Account and/or Documents and/or Tax Invoices. As such, e-Statements and/or e-Tax Invoice may still continue to be sent to the Customer if the notice of termination received falls within the cut-off date for generation of Statements of Accounts and/or Documents and/or Tax Invoices.

17. The Customer understands, acknowledges and accepts that:
 - (a) the internet transmission lines are not encrypted and that email is not a secure means of transmission;
 - (b) the transmission of information via email involves the risk of errors, viruses, delay, interception, modification or amendment by unauthorized persons;
 - (c) transmission may be disrupted, interrupted, delayed or incorrect;
 - (d) the use and storage of any of the Customer's information, including but not limited to, the Customer's Designated Email username and password, account information, account balances, transaction activity and/or any other information available on the Customer's computer terminal, mobile or any other type of device which is available for connection to the internet and used by the Customer to access/view the e-Statement and/or e-Tax Invoice shall be at the sole risk and responsibility of the Customer; and
 - (e) it is the responsibility of the Customer to notify HLB/HLISB immediately of any change to his/her mailing address, Designated Email or other particulars of the Customer relevant to the e-Statement Facility and/or e-Tax Invoice Facility provided under these Terms and Conditions.
18. In connection with Clause 17 above, the Customer further acknowledges and agrees that in the event the contents of the e-Statements and/or e-Tax Invoice becomes known to third parties arising out of the e-Statement Facility and/or the e-Tax Invoice Facility, the Customer shall not in any way hold HLB/HLISB responsible for the same nor shall HLB/HLISB be considered as having breached HLB/HLISB's duty of banker-customer confidentiality.
19. HLB/HLISB shall use reasonable endeavours to ensure that the e-Statement Facility and/or e-Tax Invoice Facility is/are secure, cannot be accessed by unauthorized third parties and will be available twenty-four (24) hours a day once effected. Notwithstanding anything contained herein to the contrary, HLB/HLISB shall not be held liable or responsible for:
 - (a) any system maintenance, disruption, unavailability of the e-Statement Facility, e-Tax Invoice Facility and/or HL Connect, computer, telecommunications, electrical or network failure and/or other causes beyond HLB/HLISB's control that may result in the e-Statement and/or e-Tax Invoice being incomplete, unavailable for access/viewing or delayed in transmission through any applicable internet service provider, communication network service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Facility and/or e-Tax Invoice Facility to the Designated Email;

- (b) Any loss of transmission of part of or the whole of any communication between the Customer and HLB/HLISB through email; or
 - (c) Any errors, viruses, delay, inaccuracy, losses, damages, costs, charges and/or expenses whatsoever that may be suffered or incurred by the Customer arising from or in connection with, whether directly or indirectly, the Customer's use of the e-Statement Facility and/or e-Tax Invoice Facility, including but not limited to any unauthorized or illegal interception, modification or amendment by unauthorized persons, disruption, interruption, delay or inaccuracy of emails or non-delivery, technical failure or problems in transmission due to or arising out of using the internet and email as a means of transmission or other communication equipment or facilities. For the avoidance of doubt, HLB/HLISB shall not be liable or responsible for any losses suffered whether direct, indirect, consequential or special damages that may result from the Customer's use or inability to use the e-Statement Facility and/or e-Tax Invoice Facility, even if HLB/HLISB may have been specifically advised of the same.
20. The Customer agrees that HLB/ HLISB reserves the right to impose a fee for the e-Statement Facility and/or e-Tax Invoice Facility at any time at its discretion with prior notice to the Customer.
21. The Customer hereby agrees and consents to HLB/HLISB sending the Customer marketing and promotional messages and/or materials in relation to products and services offered by HLB/HLISB and/or the Hong Leong Financial Group Berhad group of companies, through the e-Statement Facility and/or e-Tax Invoice Facility.
22. HLB/HLISB by giving twenty-one (21) calendar days' notice to add, delete, suspend or vary the terms and conditions contained herein, wholly or in part, at its discretion by way of posting on the HLB/HLISB's Website, or in any manner deemed suitable by HLB/HLISB.
23. In the event of any conflict or discrepancy between these Terms and Conditions, the Terms and Conditions for Connect by Hong Leong Bank and the terms and conditions governing the banking and/or credit facilities and/or accounts in respect of which the e-Statements and/or e-Tax Invoices is/are issued, these Terms and Conditions shall prevail to the extent of such conflict or discrepancy.