

## ONLINE INVESTMENT TERMS AND CONDITIONS OF USE FOR HLB WEALTH ON HLB CONNECT (“HLB Wealth Terms”) ([Versi Bahasa Malaysia](#))

### **IMPORTANT NOTICE**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE FOR HLB WEALTH, INCLUDING THE DISCLAIMERS AND RISK WARNINGS CAREFULLY, BEFORE USING HLB WEALTH. YOUR USE AND CONTINUED USE OF HLB WEALTH WILL SIGNIFY YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE HLB WEALTH TERMS. ANY AMENDMENTS OR ADDITIONS WHICH MAY BE MADE BY HLB FROM TIME TO TIME. IF YOU DO NOT ACCEPT ANY OR ALL OF THESE TERMS AND CONDITIONS, YOU MAY IMMEDIATELY DISCONTINUE USAGE OF HLB WEALTH.

### **1. SCOPE OF HLB WEALTH TERMS**

- 1.1. The following terms and conditions sets out the terms upon which Hong Leong Bank (“Bank”) will provide HLB Wealth, which facilitates access to information regarding the Customer’s Investment Accounts, carrying out of certain Transactions (as further described in Clause 3) and Investment Account opening by electronic means through a platform by whatever name designated and which is currently known as HLB Wealth.
- 1.2. The following terms and conditions sets out the terms upon which Bank will provide access to information regarding the Customer’s Investment Accounts, carrying out of certain Transactions (as further described in Clause 4) and Investment Account opening by electronic means through a platform by whatever name designated and which is currently known as HLB Wealth.
- 1.3. The HLB Wealth Terms shall be read together with the Terms and Conditions For The Use Of HLB Connect (“**Connect Terms**”).
- 1.4. Capitalized expressions used in this HLB Wealth Terms but which are not defined herein shall have the same meaning as set forth in the Connect Terms.
- 1.5. In the event of any conflict or inconsistency between the Connect Terms and the HLB Wealth Terms, the HLB Wealth Terms shall prevail to the extent of such conflict or inconsistency.

### **2. DEFINITIONS AND INTERPRETATIONS**

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

“HLB-Wealth”	Means the online platform provided by Bank by whatever name designated, for Customers to view and perform Transactions in relation to their Investment Account and open new Investment Accounts (for individuals only) via the internet by electronic means via use of a personal computer terminal or other electronic device (including Mobile Devices) which the Customer may access upon the correct input of its HLB Connect login credentials
“HLB-Wealth Services”	The Investment, Transactions and/or services made available to the Customer by Bank through HLB Wealth.
“Investment”	Means the investment instruments offered by the Bank from time to time through HLB Wealth, which includes Securities or any unit in any Unit Trust.
“Investment Account”	Means the account opened or maintained with the Bank to hold any Investments in connection with any Service.
“Securities”	Means any asset of whatever nature of a type commonly referred to as securities. This shall include any unit trust, share, stock and other equities,

	debenture, debenture stock, loan stock, bonds, notes, certificates of deposit instruments, treasury bills, commercial paper, other equity or debt or other financial instruments, structured or derivative product or instrument related thereto, bills of exchange, promissory notes, financial futures contracts and warrants which may be constituted, evidenced or represented by an entry in the books or other permanent records of the Bank, the issuer, a trustee or other fiduciary thereof or a clearance system or depository system that may be used in connection with transactions relating to Securities.
“Settlement Account”	Means the Customer’s current or savings account maintained with Bank which has been designated for the purposes of effecting settlement in relation to any Investment, Transaction and/or investment service made available by the Bank.
“Transaction”	Means any transaction pursuant to which Securities are acquired, purchased and sold which the Bank permits the Customer to carry out pursuant to or in connection with any Investment Account, investment services or Investments through HLB Wealth, including subscription, top-up, redemption, switching transactions, and customer risk profiling.
“Unit Trust” or “UT”	Means a unit trust fund, investment fund, mutual fund, wholesale fund or other collective investment schemes that have been duly registered and approved by the relevant regulatory authority in the Jurisdiction and distributed by Bank from time to time.

### 3. HLB WEALTH SERVICES

- 3.1. The HLB Wealth Services are made available through HLB Wealth to the Customer subject to these HLB Wealth Terms.
- 3.2. HLB Wealth is only available for individuals and joint account holders that have attained the minimum age of 18.
- 3.3. In addition to these HLB Wealth Terms, the Customer is also required to follow the notices, disclaimers, guidelines and other instructions relating to HLB Wealth and the Security Codes issued from time to time by Bank.
- 3.4. The Customer acknowledges that its access to certain HLB Wealth Services may be impacted by the expiry of its customer risk profile, the mode of operation of its Investment Account, compliance to regulatory requirements and Bank’s internal policies (e.g, only high net worth individuals can invest in wholesale funds).
- 3.5. The investment transactions and/or services made available in HLB Wealth only includes investment account opening, subscription, redemption, switching transactions, and customer risk profiling. Please note that transfer and cooling off transactions cannot be done via HLB Wealth Services.
- 3.6. If a service is not provided as part of the HLB Wealth Services, the Customer may still perform such services at any HLBB/HLISB branch.
- 3.7. Where Bank offers new or additional products and services as part of the HLB Wealth Services (“New Services”), Bank may, by giving you prior written notice, make available such New Services to you and upon such additional terms and conditions (if any) as may be prescribed by Bank. Your continued use of the HLB Wealth Services through HLB Wealth will indicate that you agree with these Terms and Conditions as amended by such additional terms and conditions (if any) as may be prescribed by Bank.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1. The Customer hereby agrees that all the property rights (including trademarks, copyright, moral rights, patent and design rights) in relation to HLB Wealth, shall at all times be owned exclusively by Bank or the relevant third party vendor, advertiser, affiliate or any other third person, where applicable.
- 4.2. The Customer shall not reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, disseminate, communicate, display, modify, edit, alter, hyper link or use in whole or in part in any manner whatsoever, the intellectual property rights belonging to Bank or of Bank's related companies or such other relevant third party, without Bank's prior express written consent or that of the relevant third party vendor, advertiser, affiliate, or other third person, where applicable, to the same. Further thereto, the Customer shall not cause any page or any portion of HLB Wealth to be hyperlinked or "mirrored" or framed on any other website(s) or servers.

#### **5. LIABILITIES OF THE PARTIES**

- 5.1. By using HLB Wealth, the Customer acknowledges and agrees:
  - (i) To accept the inherent risks associated with carrying out transactions through the Internet and mobile electronic devices which may include but are not limited to:
    - (a) delays in or inability to access or use HLB Wealth due to any hardware, software, system or connection failure, error, malfunction, interruption, delay in transmission or computer virus;
    - (b) loss of or errors in transmission of data or information that may occur due to any cause whatsoever, including any failure in Bank's electrical, electronic, computer, recording or communication system; and
    - (c) the need to conduct maintenance of the HLB Wealth infrastructure from time, whether or not scheduled, and any delay or inability to access or use HLB Wealth arising therefrom.
  - (ii) The HLB Wealth platform is provided on an "as is" and "as available" basis without any representation or warranty of any kind, whether express or implied, including but not limited to merchantability and fitness for a particular purpose. No oral or written information or advice given by Bank, Bank's affiliates and their respective personnel, employees or agents shall create or enhance the scope of this warranty;
  - (iii) Bank do not warrant that the products and services made available through HLB Wealth and/or other content will be timely, uninterrupted or error-free, or that the download, installation or use of any system or content in HLB Wealth in or with any computer or mobile electronic device will not affect the functionality or performance of the computer or mobile electronic device; and
  - (iv) HLB Wealth may contain links to other websites which are not maintained by Bank. Similarly, other websites may contain links to HLB Wealth. Bank have no control over such sites and resources and Bank shall not be held responsible or liable for the availability or contents of such websites nor for any losses, damages or claims arising from the availability or contents of such websites.
- 5.2. Without prejudice to any other provisions contained herein, Bank shall not be liable to the Customer or any third party for any loss (whether direct or indirect) of profits or business or goodwill or for any indirect or consequential loss or damage whatsoever or howsoever arising from the use of HLB Wealth even if Bank has been advised of the possibility of such loss or damage or claim by any third party.
- 5.3. Subject to the provisions herein, Bank'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 HLB Wealth Terms 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.

- 5.4. Each provision of this Clause 5.2 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 HLB Wealth.

## **6. INVESTMENT RISK WARNING**

6.1. Customers are advised that:

- (i) The contents of HLB Wealth which contain information on, amongst others, relevant funds or investment reports, do not and should not constitute a recommendation to buy or sell Unit Trusts and/or investment advice/opinion on the relevant fund or investment;
- (ii) The past performance of any Unit Trust does not guarantee its future performance. The values of any Unit Trust or the income distribution from the relevant Unit Trust or investment are subject to risks and may go down as well as up;
- (iii) There are fees and charges involved in subscription, redemption, switching (if any) and transfer of Unit Trusts and the Customers should refer to the relevant prospectuses/information memorandum in relation to the Unit Trusts to ascertain the fees and charges involved;
- (iv) Unit Trusts are not bank deposits placed with Bank nor any other member of the Hong Leong Financial Group Berhad group of companies (“**HLFG Group**”) and returns on such investments are not guaranteed by Bank or HLFG Group nor insured by the government of Malaysia;
- (v) Unit Trust schemes and units in such schemes are not protected by Perbadanan Insurans Deposit Malaysia (“**PIDM**”);
- (vi) Unit Trusts offered in HLB Wealth are registered in Malaysia and distributed by Hong Leong Bank; and
- (vii) The Customer should rely on their own evaluation to assess the merits and risks of investing in Unit Trusts.

## **7. PRODUCT INFORMATION**

- 7.1. The Customer is required to read and understand the Product Highlights Sheet relating to the relevant Investment, the latest Prospectus, Supplementary Prospectus (if any), Information Memorandum and/or other offering document duly registered and approved by the Securities Commission Malaysia before performing any Transaction through HLB Wealth.

## **8. SUSPENSION OR TERMINATION OF HLB WEALTH**

- 8.1. Bank reserves the right to suspend or terminate your right of access to HLB Wealth and/or the use of any part of HLB Wealth should you cease to maintain any Investment Account with Bank which can be accessed through HLB Wealth, if we detect unauthorised access, if you have been declared bankrupt, is deceased or is incapacitated, pursuant to any legal or regulatory requirement, or if your Investment Accounts is suspended, inactive, restricted or prohibited by Bank or any third party for any reason.
- 8.2. The Customers access to HLB Wealth will be automatically suspended or terminated should the Customer’s access to HLB Connect be blocked, suspended or terminated.

## **9. AVAILABILITY OF HLB WEALTH**

- 9.1. HLB Wealth will be available during the availability period of HLB Connect.

- 9.2. In the event of the unavailability of HLB Wealth and/or the Customer's inability to access or use HLB Wealth through the Customer's personal computer terminal or any other electronic device which you may use to access HLB Wealth, the Customer may also perform enquiries and/or Transactions in relation to the Customer's HLB Wealth Investment Account at any Bank branch or use alternative banking services available to the Customer.

## **10. COMPLIANCE WITH APPLICABLE LAWS**

- 10.1. The Customer shall access and use the HLB Wealth in compliance with all applicable laws, regulations, guidelines, directives, circulars and/or notices issued by the relevant governmental or regulatory authority having jurisdiction over the Transactions performed and contemplated to be performed through HLB Wealth.

## **11. AMENDMENTS**

- 11.1. Bank reserves the right at all times to vary, modify, delete or add to these HLB Wealth Terms by giving you prior notice of such variations, modifications, deletions or additions which shall take effect upon the date specified by Bank in such notice. In the event you are not agreeable to such variation, modification, deletion or addition to these HLB Wealth Terms, you may discontinue your use of HLB Wealth. Your continued access and/or use of HLB Wealth shall be deemed as your agreement and binding acceptance of the same.

## **12. GOVERNING LAW**

- 12.1. These HLB Wealth Terms shall be governed by and construed in accordance with the laws of Malaysia and the Customer hereby agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.