

# **TERMS OF USE**

## **TERMS AND CONDITIONS FOR THE USE OF PORTAL (“TERMS AND CONDITIONS”)**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE AND ANY OF ITS PAGES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. CHANGES WILL BE INCORPORATED INTO THESE TERMS AND CONDITIONS POSTED TO THIS WEBSITE FROM TIME TO TIME. IT SHALL BE YOUR RESPONSIBILITY TO READ AND APPRISE YOURSELF OF THE LATEST TERMS AND CONDITIONS AT ALL TIMES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE, OR ANY PAGES THEREOF.

### **1. DEFINITION & INTERPRETATION**

#### **1.1 Definition**

1.1.1 In this Terms and Conditions, the following words shall have the meaning hereby assigned to them except where the context requires otherwise: -

Content	means information, data or material provided by HLAM or made accessible, available by, via or through the Portal;
Data Transmission	means access to, use of and/ or other activities including but not limited to submitting, inputting, modifying, viewing, downloading and/ or uploading of any data and/ or information and/ or transacting via and/ or through the Portal;
Fund(s)	means each and any of the funds established and/or managed by HLAM or funds established and/ or managed by other third parties which are made available through the Portal;
HLAM	means Hong Leong Asset Management Bhd, its subsidiaries including any successors-in title and assigns;
Password	means any and all passwords, verification codes, pin codes, SMS one-time password, identifications and such other codes supplied, issued by or provided by HLAM from time to time and any other certification authority duly authorised by HLAM for the purposes of enabling access or use of the Portal by the User;
Portal	includes the Website, which includes HL iSmart Invest, EPF I-Invest, i-Smart Consult, AgencyPRO and any other website that may be designated as part of the Portal by HLAM from time to time;
Services	means all platforms, applications, facilities, services and information provided through the Portal;
Terms and Conditions	means all terms and conditions contained herein including any amendments, modifications and/or variations from time to time;
User	means any person who accesses and/or uses the Portal;

User ID	means an identification information including but not limited to unique alpha-numeric code generated, provided, issued and/ or supplied to the User via the Portal; and
Website	Means <a href="http://www.hlam.com.my">www.hlam.com.my</a> and <a href="http://www.hlam.com.my/hlisam">www.hlam.com.my/hlisam</a> .

1.2 In this Terms and Conditions, unless the context otherwise specifies: -

- 1.2.1 words denoting the singular number shall include the plural and vice versa;
- 1.2.2 words denoting the masculine gender include the feminine gender and neuter genders and vice versa;
- 1.2.3 any reference in “writing” or related expression includes a reference to, e-mail or comparable means of communication;
- 1.2.4 any reference to any provision of a statute, rules or regulation shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time; and/ or
- 1.2.5 the headings and sub-headings are for convenience only and shall not affect its interpretation.

## 2. ACCEPTANCE

The User accepts and agrees that access to and use of the Portal shall at all times be governed by the Terms and Conditions and any operating rules and guidelines issued by HLAM in relation to the Portal.

## 3. PASSWORD

- 3.1 The User is authorised to access and use the Portal through the entry of the User ID and the Password.
- 3.2 The User acknowledges and agrees to the following:
  - 3.2.1 the User is solely responsible for the User’s Data Transmission;
  - 3.2.2 the User shall be bound by the User’s Data Transmission on the Portal; and
  - 3.2.3 the User shall be responsible to keep confidential and safeguard the security of the User ID, Password, any Data Transmission and/ or such other data or information that if compromised may enable, assist and/ or facilitate access and use of the Portal by unauthorised third parties.

3.3 In the event that the User believes or suspects that its User ID Password, Data Transmission and/ or such other data or information have been compromised for whatever reasons, the User is required to:

3.3.1 take all necessary steps to deny such unauthorised access and/ or use of the Portal;

3.3.2 immediately change the User's Password; and/ or

3.3.2 immediately notify HLAM.

#### **4. PERMITTED USE**

4.1 In the course of your access to and use of the Portal, the User is hereby prohibited from: -

4.1.1 Data Transmission that (i) is offensive, defamatory, vulgar, abusive, threatening, harassing or libellous; (ii) contains blatant bigotry racism, hatred, pornography or other objectionable content; (iii) infringes the intellectual property rights of a third party; (iv) contains viruses, trojan horses, worms or any other harmful or destructive or disruptive materials, files or programs; (v) may be considered as fake news under the applicable laws; and/ or (vi) which otherwise may give rise to criminal or civil liability or violate any applicable laws or regulations;

4.1.2 allowing a third party or unauthorised person to use the User's User ID and Password;

4.1.3 transmitting spam messages, chain or any type of unsolicited messages or communications to anyone who has not given their prior consent to receive such messages or communications;

4.1.4 posting on the Portal, any links to other internet sites without the prior consent of HLAM;

4.1.5 disrupting the use of or interfering with the ability of others to effectively use the Portal; and/ or

4.1.6 engaging in activities, whether lawful or unlawful, which HLAM may determine as harmful to other Users of the Portal, and which may be damaging to HLAM's reputation and goodwill.

4.2 HLAM is not obliged to monitor the User's use of the Portal. However, we reserve the right to restrict and delete Data Transmission, conduct random checks from time to time to ensure compliance with HLAM's Terms and Conditions and with such other guidelines or directions as may be issued by HLAM or the relevant regulatory authorities from time to time. HLAM reserves its sole and absolute discretion to:

4.2.1 ascertain the limit and/ or restriction, which includes but not limited to volume, frequency and/ or size of any Data Transmission that the User may submit, input, transmit, receive, store and/ or post via or through the Portal;

4.2.2 conduct random checks from time to time to ensure compliance with HLAM's Terms and Conditions and/ or any applicable laws; and/ or

4.2.3 block, filter, edit, delete or remove any Data Transmission by the User posted, disseminated, uploaded or otherwise transmitted by the User.

## 5. REQUIREMENT

- 5.1 HLAM may stipulate the minimum hardware and software requirements for the User to access the Portal, the acquisition and use of which shall be at the User's own risk and expense.
- 5.2 Notwithstanding the above, HLAM reserves the right to change or update the minimum hardware and software requirements as and when HLAM deems fit including but not limited to where HLAM makes any modifications or improvements to the Portal.
- 5.3 The User's failure to change or upgrade the hardware and software in accordance with the requirements of the Portal, may result in the User's being unable to access some or all of the features and/or Services.

## 6. SOFTWARE

- 6.1 Where any software is made available via the Portal, the User agrees and accepts that the software is made available to the User for the User's own use and the User shall have a non-transferable, non-exclusive, right to use the software for the purposes authorised, envisaged and/ or contemplated by HLAM. The User may not assign, or sub-licence this right and HLAM may revoke the User's right to use **any software**, at any time.
- 6.2 The User is not permitted and shall not permit any other person to:
  - 6.2.1 copy, alter, modify, reverse engineer, decompile, reverse input or disassemble or reproduce the software;
  - 6.2.2 publish or disclose the software or any information or data in relation thereto; and/  
or
  - 6.2.3 assign, transfer, sub-license or otherwise make any profit, monetary or otherwise out of the software.
- 6.3 HLAM reserves its right without notice to terminate the User's access rights to the Portal or take any action it reasonably believes is necessary to comply with any applicable law.

## 7. AVAILABILITY

- 7.1 The Portal and the Services provided therein will be made available subject to HLAM 's sole and absolute discretion. Nevertheless, the User acknowledges that there may be times when some parts or all of the Portal may not be accessible or may not be functioning properly. The User accepts and acknowledges that HLAM cannot guarantee that the Portal will be available or functioning properly at all times.
- 7.2 If for any reason, the Portal or any part thereof is not available, the User hereby understands and agrees that the User will use the alternative contact methods set out in Clause 21 to communicate with HLAM.

## 8. TERMS OF USE

- 8.1 The User acknowledges and agrees that the Portal including any Data Transmission via or through the Portal are provided on an “AS IS” and “AS AVAILABLE” basis, without any warranties, conditions, guarantees or representation of any kind whether expressed or implied that Portal will be made available for access and/ or use at any time.
- 8.2 To the fullest extent permissible pursuant to applicable laws, HLAM disclaims all warranties, expressed or implied, in relation to the Portal, including but not limited to, implied warranties of merchantability and fitness for any particular purpose, of title or non-infringement of third-party rights or any other warranties or conditions howsoever arising.
- 8.3 Notwithstanding any contained in these Terms and Conditions, HLAM does **NOT** warrant or make any representation: that the Portal will meet any or all of the User’s requirements or specifications of whatsoever nature;
  - 8.3.1 that the Portal will be free from interruption, disruption, timeliness, error, mistake, viruses, trojan horses, worms, defects, bugs, malware and/ or any such other harmful and/ or destructive elements;
  - 8.3.2 that there will be no errors, failures, mistakes, delays or loss of any Data Transmission communicated or transmitted via the Portal;
  - 8.3.3 as to the accuracy, reliability, adequacy, quality and completeness of the Portal;
  - 8.3.4 as to the Content, postings, posting responses and other communications found on the Portal;
  - 8.3.5 that any Content that is obtained by the User from HLAM via the Portal is accurate, correct, complete and/ or true and it shall be the responsibility of the User to assess the accuracy, correctness, completeness and truthfulness of the Content prior to acting or relying on any such Content; and/ or
  - 8.3.6 that the Portal is appropriate or legally available for use in any location other than Malaysia. Those who choose to access and use the Portal are responsible for compliance with all applicable local laws in their jurisdiction.
- 8.4 It is the User’s responsibility to ensure that:
  - 8.4.1 the User’s access to and the use of the Portal is not illegal and/ or prohibited by any applicable laws; and
  - 8.4.2 the User takes all necessary precautions to ensure that the process which the User utilises to access and use of the Portal does not expose the User and/or HLAM to the risk of viruses, malicious computer malware and/ or other forms of interference, which may cause harm and/ or damage to the Portal, HLAM’s systems or the User’s computer and/ or equipment used by the User to access and use the Portal.

## 9. EXCLUSION OF LIABILITY

- 9.1 Notwithstanding anything in these Terms and Conditions to the contrary, neither HLAM nor any party involved in creating, producing and/ or making available the Portal, shall be liable to the User for any direct, incidental, indirect, consequential, special and/ or punitive damages arising out of and/ or in connection with the following:
- 9.1.1 the User's access to and use of (whether authorised or otherwise), or the inability to access and use, the Portal;
  - 9.1.2 the accuracy, completeness, timeliness or correct sequences of the Content or for any act or omission by the User or any third party in reliance upon such Content, or the interruption of any data or information with respect to the Portal;
  - 9.1.3 the User's failure to comply with the Terms and Conditions herein;
  - 9.1.4 unauthorised access to, destruction and/ or alteration of the User's Data Transmission via the Portal and/ or on the User's computer equipment;
  - 9.1.5 any damage to, malware or viruses that may infect the User's computer equipment or other property as a result of the User's access to, use of, or browsing of the Portal or User's downloading of and/or use of any Content, including but not limited to information, data, text, images, video and/ or audio from the Portal;
  - 9.1.6 the acts and omission of the User or any other third party;
  - 9.1.7 any default, error, omission, breach or negligence on the part of HLAM;
  - 9.1.8 the exercise by HLAM of its rights and discretion as set out in these Terms and Conditions, including but limited to the right to revoke access to the Portal at any time; or
  - 9.1.9 errors, downtime, delay or failure of the Portal or any breach or omission on the part of HLAM which is due to circumstances beyond the reasonable control of HLAM.
- 9.2 For the avoidance of doubt, HLAM does not accept responsibility for any interference or damage to any computer equipment used by the User which arises in connection with the User's use of the Portal or any linked websites.
- 9.3 HLAM provides no warranty and shall not be liable , for any claim of damages by the User or any third party, arising indirectly from any failure or delay of any communication devices and/or Services used in conjunction with the Portal, at any time, or the disruption of communication facilities, sabotage by third parties or unavailability, delay or interruption of energy sources, which are beyond the control of HLAM (collectively, "**Technical Difficulties**"), or the inability of the User to use the Portal or any of its Services due in whole or in part to such Technical Difficulties.
- 9.4 This exclusion shall take effect to the fullest extent permitted by law.
- 9.5 HLAM makes no warranty of satisfactory or merchantable quality, reliability or warranty of fitness for any particular purpose, or any other warranty of any kind, express or implied, in

relation to the Portal, and the same is made available and provided to the User on an "as is" and "as available" basis without any warranty and/or representation of any kind whatsoever.

- 9.6 HLAM does not warrant the confidentiality or security of any information transmitted through the internet. The User accepts and agrees that HLAM shall not be liable for any loss or damage arising from any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by HLAM or any relevant internet service provider, network provider or communication network provider.
- 9.7 HLAM'S ENTIRE LIABILITY TO THE USER FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, SHALL BE LIMITED UP TO A MAXIMUM OF (A)RM1000; OR (B) THE AMOUNT OF FEES WHICH THE USER HAS PAID TO HLAM DURING THE 30 DAYS PERIOD PRECEDING THE LOSS EVENT DATE, WHICHEVER IS THE LOWER. THE LOSS EVENT DATE SHALL BE DETERMINED BY HLAM AND ITS DETERMINATION SHALL BE FINAL AND CONCLUSIVE. IN NO EVENT SHALL HLAM HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUES OR SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, UNDER ANY CAUSE OF ACTION, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN THE EVENT OF A CLAIM ARISING, THE USER SHALL HAVE UP TO SIX MONTHS FROM THE DATE OF THE CLAIM TO NOTIFY HLAM OF THE CLAIM FAILING WHICH HLAM SHALL HAVE NO LIABILITY HEREUNDER.
- 9.8 HLAM shall not be liable for any loss arising from a cause outside its reasonable control, any action or omission by the relevant authorities in exercise of their regulatory or supervisory functions, or for failure by any utility provider (e.g. electronic/telecommunication service providers) or any third party to meet its obligations to the User for any reasons whatsoever and however arising including failure of electronic or mechanical equipment or communication/telephone lines or other interconnected problems, unauthorised access, theft, unauthorised use of User ID or Password, internet service disruption, telecommunications system disruption, electronic services system or software malfunction, problem, glitches, delays or disruption, operator error, weather, earthquakes, strikes or other labour problems.
- 9.9 HLAM shall not be responsible for any failure to provide the Portal, including the execution or non-execution of any transaction arising out of any restrictions imposed by any regulator on any of the User's account(s) with HLAM.
- 9.10 HLAM shall not be liable for the failure to ensure the correctness, accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by the User or any other persons whomsoever in direct or indirect reliance upon such information or for any interruption in the dissemination of any data, information or any other aspect of the Portal for any reason whatsoever.
- 9.11 HLAM shall not be responsible for any failure to provide the Services via the Portal, including the execution of any transaction arising out of any restrictions imposed on any of the User's accounts with HLAM.
- 9.12 The User agrees to indemnify and hold harmless HLAM from/against any liability, loss or damage that the User may incur or suffer as a result of or arising from the provision, use,

inability to use, suspension, withdrawal, variation or termination of the Portal as well as for any unauthorised disclosure, access or use of the Portal, User ID, Password or the User's email address.

## **10. INTELLECTUAL PROPERTY**

- 10.1 All Content provided or made available through the Portal (including but not limited to text, graphics, logos, icons, sound recordings and videos) whether by HLAM or any other third party is protected by copyright, trademarks, patents and any other applicable intellectual property and proprietary laws and are owned and/or controlled by HLAM and/or HLAM's third party content providers.
- 10.2 No Content contained in the Portal shall be reproduced, transmitted, sold, displayed, distributed, published, broadcasted, circulated, modified, disseminated, modified, copied, adapted, stored, posted and/ or used in any format whatsoever.
- 10.3 The User does not acquire any ownership rights or intellectual property rights by downloading the contents contained and/ or made available via the Portal.
- 10.4 The User shall protect HLAM's contractual and statutory rights in or to the information furnished through the Portal and shall immediately comply with all written or other forms of requests from HLAM as HLAM deems necessary to protect HLAM's rights.

## **11. THIRD PARTY**

- 11.1 The Portal may contain third party links or externally hosted links that connect to other websites which HLAM neither manages or controls. These third-party links are intended for the User's convenience and reference whilst using the Portal and as such the User acknowledges and agrees that:
  - 11.1.1 the third-party links may not be current or maintained;
  - 11.1.2 HLAM shall not be responsible for any loss or damage nor for any special, indirect, exemplary or consequential damages including, without limitation, damages for lost profits, revenues or savings, arising out of or in connection with the User's use of, access or reliance on such third-party links; and/ or
  - 11.1.3 any third-party links shall not be construed as an endorsement, approval and/ or recommendation by HLAM of the third-party link including its owner, affiliates and/ or operator and the content contained in those third-party links.

## **12. CONFIDENTIALITY & PRIVACY**

- 12.1 The User hereby undertakes that the User shall not, without HLAM's express written consent, disclose any data, information or material pertaining to or in connection with HLAM or its investors pursuant to these Terms and Conditions, to any third party other than the relevant authorised persons who have a right to such disclosure.
- 12.2 The User agrees that HLAM has the right to make use of or otherwise make available such information pertaining to the User and the User will use the Portal for the purpose of enforcing



or defending any of HLAM's rights, to comply with all applicable legislation, laws and regulations as well as the requirements of any legal or regulatory bodies, to enhance the quality of the Services and to prevent fraudulent or illegal activities.

- 12.3 The User further agrees that HLAM has the right to make available or disclose information pertaining to the User and/or the User's use of the Portal in accordance with the terms of HLAM's Privacy Notice. The Privacy Notice is accessible at <https://www.hlam.com.my/pdf/Privacy-Policy.pdf>.

### **13. TERMINATION**

- 13.1 Notwithstanding anything herein to the contrary, HLAM may in its absolute discretion at any time and for any reason whatsoever (including due to a breach of any part of the Terms and Conditions or any unauthorised use of the Password), forthwith terminate the User's access to the Services or any portion of the Services without notice and without compensation and without any obligation to give any reason whatsoever.
- 13.2 HLAM may also terminate the User's use of the Services at any time without prior notice on occurrence of any of the following events: -
- 13.2.1 non-compliance of the Terms and Conditions herein;
  - 13.2.2 death, insolvency, bankruptcy or liquidation of the User (as applicable);
  - 13.2.3 any other causes arising out of operation of law; or
  - 13.2.4 such other reasons as HLAM deems proper.
- 13.3 The User acknowledges and agrees that HLAM has the right without prior notice to suspend and/or terminate the User's User ID and Password.
- 13.4 HLAM shall not be liable or responsible for any loss or damage which the User may suffer due to the suspension and/or termination of the User's User ID and Password.
- 13.5 HLAM shall not be liable to the User for any claims, losses or anticipated profit which may be suffered by the User as a result of or in connection with such termination and the User remains liable for all monies due and payable by the User to HLAM.

### **14. WAIVER**

- 14.1 The User agrees that any failure or delay on the part of HLAM, whether continuous or otherwise, in exercising its rights, power, privileges, remedies or provisions under these Terms and Conditions or any failure or delay in insisting on compliance with any of the provisions in these Terms and Conditions shall not constitute a waiver by HLAM of any such rights, power, privileges, remedies or provisions in relation to these Terms and Conditions.

### **15. INDEMNITY**

- 15.1 The User hereby agrees to indemnify and keep indemnified HLAM, its servants, employees and/or its contractors from all liabilities, claims, losses, expenses or damages including any

legal fees which may be incurred by HLAM, arising directly or indirectly or in association with and as a result of the User's use or misuse of the Portal, the User's breach of these Terms and Conditions howsoever occasioned, and/or claims made by a third party against HLAM in relation to the User's access to and use of the Portal and/or the Services provided therein.

## **16. SEVERABILITY**

- 16.1 The User agrees that if any provision of these Terms and Conditions are held to be invalid or unenforceable pursuant to any applicable law, the said provision shall be fully severed from these Terms and Conditions and these Terms and Conditions shall be construed as if the said invalid or unenforceable provision had not formed part of these Terms and Conditions.
- 16.2 Further, any such invalidity or unenforceability shall not affect or impair the remaining Terms and Conditions herein which shall continue to remain in full force and effect.

## **17. INSTRUCTIONS**

- 17.1 Where any of the Services allows the User to issue, input and/ or submit instructions to HLAM, HLAM shall execute any instructions or requests received that uses the User's User ID and Password in order to gain access to the Portal and such instructions shall be deemed as being issued and/ or submitted directly by the User. Such instructions shall be binding upon the User.
- 17.2 The User agrees that HLAM shall not be responsible or liable for any loss and/ or damages suffered and/ or incurred by the User, any other person or third party in the event that HLAM has acted upon any instruction or request transmitted to HLAM using the User's User ID and Password.
- 17.3 If the User believes or suspects for whatever reason that the User's instruction or request was not transmitted accurately or in its entirety, the User shall inform HLAM immediately. The User further agrees that HLAM shall not be responsible or liable for any defect, corruption, mistake, interruptions, disruption, omission, errors, delays, non-receipt and/ or misrepresentation of the User's instruction howsoever arising.
- 17.4 HLAM reserves its sole and absolute discretion to reject and/ or decline any instructions or requests given by the User, where such instructions are in contradiction with HLAM's internal policies, the applicable laws or for any other reasons.

## **18. NOTICES**

- 18.1 All notices and other forms of communications relating to the Portal and these Terms and Conditions shall be deemed delivered to the User, if delivered in any one of the following manners: -
- 18.1.1 by ordinary post to the User's last known address found in HLAM's records, and such notification shall be deemed as received two (2) days after posting;
- 18.1.2 by electronic mail to the User's last known e-mail address found in HLAM's records, and such notification shall be deemed as received twenty-four (24) hours after transmission of the same;
- 18.1.3 by broadcasting a message, banner, article and/ or notice on the Portal; and/ or

18.1.4 if notified to the User in any other manner deemed fit by HLAM.

## 19. AMENDMENTS

19.1 HLAM reserves its sole and absolute discretion the right to amend, vary or modify these Terms and Conditions and the User agrees and accepts the following:

19.1.1 to be bound by any amendments, modifications and/ or variations to the Terms and Conditions published from time to time at [www.hlam.com.my](http://www.hlam.com.my); and

19.1.2 the continued use of the Portal by the User following such amendment, variation or modification shall be construed as the acceptance and agreement of such amendment, variation or modification.

19.2 If the User does not agree or accept the amendments, modifications and/ or variations to these Terms and Conditions, the User must immediately cease access and/ or use of the Portal.

## 20. GOVERNING LAW

These Terms and Conditions are governed by the laws in force in Malaysia and the User agrees to submit to the exclusive jurisdiction of the courts of Malaysia.

## 21. CONTACT DETAILS

21.1 For any enquiries or feedback, you may reach us by: -

No	Description	Particulars
1.	Phone	+603-2081 8600
2.	Email	<a href="mailto:inquiry@hla.hongleong.com.my">inquiry@hla.hongleong.com.my</a>
3.	Post	Attention: Customer Experience Level 18, Block B, Plaza Zurich, No. 12 Jalan Gelenggang, Bukit Damansara, 50490 Kuala Lumpur.