

TERMS AND CONDITIONS ON THE USAGE OF THE
QR CODE PAYMENT SERVICE
("TERMS")

1. ABOUT THIS AGREEMENT

- 1.1 This Agreement sets out the terms and conditions governing your access and usage of the QR Code Payment Service (as herein defined) via your Device(s).
- 1.2 You acknowledge that you have read and fully understood these Terms and your registering for and/or utilizing the QR Code Payment Service constitutes your unconditional acceptance to the entire Terms.
- 1.3 The QR Code Payment Service is provided as part of Baiduri's **b.Digital** personal banking application ("Application") service, and shall supplement, are additional to and are to be read together with the following:
- 1.3.1 terms and conditions governing you as a Baiduri (defined below) customer and/or account holder (if applicable); or
- 1.3.2 the terms and conditions of any other document or agreement governing your relationship with us.
- Clause 1.3.1 to 1.3.2 are collectively known as the "**Other Terms**".
- 1.4 Unless otherwise stated, if there is any conflict or inconsistency between the Terms and the Other Terms in relation to the QR Code Payment Service, these Terms shall apply over the Other Terms to the extent necessary to give effect to these Terms.
- 1.5 By binding a Card to the Application for the QR Code Payment Service, you agree that you shall be bound by these Terms. If you do not accept these Terms, please do not bind any Card to the Application for the QR Code Payment Service, or stop accessing and using the QR Code Payment Service immediately.

2. DEFINITIONS

- 2.1 The following word(s) and expression(s) shall have the meanings and interpretation as set out below, unless the context indicates otherwise:

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| "Account" | means your Baiduri savings and/or current account; |
| "Available Balance" | means the amount of money which is standing in credit in your Account; |
| "Baiduri" | means Baiduri Bank Berhad; |

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| “Biometrics” | refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but is not limited to fingerprint scanning, voice authentication and facial recognition; |
| “Brunei Dollar” | means the lawful currency of Brunei Darussalam; |
| “Business Day” | means a day (other than a Saturday, Sunday or a public holiday in Brunei Darussalam) and “Business Days” shall be construed accordingly; |
| “Card” | means the Baiduri UnionPay Debit Card issued to the named cardholder(s); |
| “Device” | means any device as may be determined by us from time to time at our sole and absolute discretion including but not limited to personal computers, laptops, tablets, mobile telephone and/or other mobile devices which is used to access the Application for the QR Code Payment Service; |
| “Instruction(s)” | means any request(s), application(s), authorisation(s), order(s) or instruction(s) in whatever form given or transmitted through the Application and/or QR Code Payment Service by yourself, whether authorised or unauthorised; |
| “Intellectual Property” | means all copyright, patents, utility, innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, whether within or outside Brunei Darussalam, registered or unregistered; |
| “Login Information” | means any Username and Password; |
| “Merchant” | means any retailer or establishment offering goods and/or services which accepts the QR Code Payment Service as a medium of payment for the purchase of their goods and/or services (within or outside of Brunei Darussalam); |

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| “Mobile Personal Identification Number” or “mPIN” | means the personal identification number that is determined and created by yourself to enable you to login to the Application and to authorise the QR Code Payment Service or generally actions on the Application (if applicable). |
| “Network Service Provider” | means any business or organization that provides you with access to the internet; |
| “Password” | means any personal identification number, Device(s) password, mPIN, Biometrics, word, phrase, symbol, code and/or a series or combination thereof being unique and known only to you for purposes of authenticating your Username whenever you access and use the Application and/or QR Code Payment Service and/or other features; |
| “Personal Information” | means all data, record or information (in whatever means) submitted by you or obtained from you or compiled by us as a result of your usage of the Application and/or QR Code Payment Service which you have consented for us to use, store, share or processed in accordance to the Terms herein; |
| “POS” | means point-of-sale; |
| “Quick Response Code” or “QR Code” | means a matrix or two-dimensional barcode consisting of black square(s) and/or pattern(s) arranged in a square grid against a white background, which is capable of being read or scanned by an imaging device, including but not limited to smartphone(s) and QR Code scanner(s); |
| “QR Code Payment Service” | means the provision of the service to you to enable and process the Transaction(s), Instruction(s) and/or generally the using of QR Codes whereby you will use this function to scan the Merchant’s QR Code or the Merchant to scan your QR Code to effect the Transaction(s) and receive payments from your Account. |
| “Terms” | mean the terms and conditions stated in this Agreement which shall govern the use of the QR Code Payment Service including any amendments and/or variations made from time to time. |
| “Transaction(s)” | means the payments from your Account into the Merchant’s account using the QR Code Payment Service. |

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| “Transaction Limit” | means the transaction limit in accordance with Clause 7; |
| “Transaction Records” | means any records with respect to each Transaction(s), including but not limited to: (a) your Account number; (b) the total of the purchase price of goods and/or services purchased; (c) the date of the transaction, a description of the goods and/or services purchased, credited or returned and the mPIN or Password required to be entered by yourself through the Application prior to completing the Transaction; |
| “Username” | means a unique identifier made up of a combination of alphabet(s), numerical character(s) or symbol(s), as may be determined or amended by yourself from time to time for the purpose of allowing your access to the Application; |
| “we”, “us”, “our(s)” | means Baiduri, including its successors and assignees as the provider of the QR Code Payment Services and/or the Application; |
| “you”, “your”, “yourself” | means the Baiduri account holder who utilises the QR Code Payment Services via the Application. |
- 2.2 Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa; and reference to a person includes reference to a sole proprietor, partnership firm and company.
- 3. ELIGIBILITY**
- 3.1 You are eligible to use the QR Code Payment Service, provided that you fulfil the following requirements:
- 3.1.1 you are the holder of a UnionPay Debit Card issued by Baiduri (“Card”) which is valid and in good standing;
 - 3.1.2 you have successfully registered a personal internet banking account with Baiduri;
 - 3.1.3 you have successfully downloaded, activated and logged on to the Application via your Device(s).
 - 3.1.4 you are currently maintaining an active Account at Baiduri which is in good standing;
 - 3.1.5 you have successfully bound a Card to the Application to use the QR Code Payment Service;
 - 3.1.6 complies with any other procedures or requirements as we may prescribe from time to time.

- 3.2 In order to use the QR Code Payment Service and/or install the Application, you must use an eligible Device running an operating system supported and specified by us from time to time. We reserve the right to vary or withdraw any Device type or model or operating system eligible for the Application and/or QR Code Payment Service at any time without giving any prior notice.
- 3.3 You shall provide accurate, complete and up to date information required for purposes of usage of the QR Code Payment Service and inform us immediately of any changes in any particulars of your Personal Information. We will not be responsible for any losses that occur as a result of your providing or confirming inaccurate information.

4. BINDING A CARD

- 4.1 You agree and acknowledge that by binding your Card(s) with the Application and by using the QR Code Payment Service, you are authorising payment for the Merchant's product and/or services to be charged to your Card(s) without any further authorisation by you. We may from time to time set a limit to the number of Device(s) to which you may bind your Card(s) with the Application for the QR Code Payment Service. The same Card(s) can be added to more than one (1) Device, subject to any limitations or conditions which may be implemented by us.
- 4.2 You may add a Card to the Application to use the QR Code Payment Service by following the instructions provided on the Application. You acknowledge that we have the right to decline the addition of a Card or to suspend use of or delete such Card on the Application. We shall not be liable if you are unable to add your Card(s) on the Application for any reason whatsoever.
- 4.3 We may from time to time and in our sole discretion decide to change the eligibility criteria or restrict certain Card(s) from being added into the Application. If your Card(s) becomes delinquent or not in good standing, as determined by us, we shall be entitled to remove your Card(s) from your Application.
- 4.4 For purposes of verifying ownership of the Card(s), you will be required to enter your mPIN through your Application.
- 4.5 By adding your Card(s) into the Application, you acknowledge that your Personal Information may be transmitted to and stored within your Device, with us and/or on the system of a third party working with us for purposes of the Application, which shall be used for the purpose of providing the QR Code Payment Service. We shall not be responsible or liable to you or any third party for any losses or damages arising from the use or misuse of any such information by us and/or any third party.
- 4.6 You may remove any Card bound with the Application for the QR Code Payment Service at any time by completing the steps provided by us from time to time. The removal will only be complete upon our notification to you. Removal of any Card bound with the Application for the QR Code Payment Service will not terminate and/or cancel the Card.
- 4.7 We shall reserve the right to refuse to accept any card to be bound to the Application for purposes of the QR Code Payment Service at any time without giving any reason or

explanation to you.

- 4.8 We may from time to time set a limit to the number of Cards which you may bind with the Application for the QR Code Payment Service.

5. QR CODE PAYMENT SERVICE

- 5.1 You shall be required to use your Device to access, download and/or install the Application to setup and use the QR Code Payment Service. You are required to select an Account to be used by us for deduction of funds to effect any Transaction(s).
- 5.2 Subject to successful binding of your Card for the QR Code Payment Service and compliance with these Terms, you are entitled to a limited, non-exclusive, non-transferable, non-sublicensable right to access and make personal and non-commercial use of the QR Code Payment Service through the Application. This licence does not include any resale or commercial use of the QR Code Payment Service or its contents; any collection and use of any product listings, descriptions, or prices and derivative use of the QR Code Payment Service or its contents; any downloading or copying of account information for the benefit of another person; or any use of data mining, robots, or similar data gathering and extraction tools.
- 5.3 You shall ensure that all payment details, such as the amount of payment and the name of the Merchant to be paid, are accurate before effecting any Transaction(s) through the QR Code Payment Service by scanning or allowing the relevant Merchant to scan, the relevant QR Code generated through the Application for the Transaction(s). You shall ensure that there are sufficient funds in your Account for your use of the QR Code Payment Service. We may at our absolute discretion, without needing to give any reason(s), be entitled to refuse to act on any such Instruction(s) without incurring any liability to you whatsoever, including but not limited to, any of the following instances:
- 5.3.1 your Available Balance is insufficient to effect, perform or process that Instruction(s);
 - 5.3.2 you have exceeded any of the Transaction Limits or any applicable limit(s) imposed by us as provided for in Clause 7;
 - 5.3.3 your Account is frozen or closed;
- 5.4 The QR Code Payment Service can only be used with participating Merchant(s), which may be subject to change from time to time without notice.
- 5.5 When using the QR Code Payment Service to pay for any goods and/or services from any Merchant(s), you acknowledge that there may arise situations whereby: -
- 5.5.1 due to Merchant's system constraint or for any other reason, the Merchant may not be able to accept this payment method; or
 - 5.5.2 due to any errors or systems malfunction of the Device and/or Application or for any other reason, you may not be able to effect payment using this payment method;
- 5.6 you may be required to complete the Transaction with an alternative form of payment

accepted by the Merchant.

- 5.7 In such situations as described in Clause 5.5 above, we shall not be liable for any losses that you may suffer or have suffered as a result of the failure to complete or execute Instructions for Transactions and the Merchant's inability to accept payment via the QR Code Payment Service.

6. LOGIN INFORMATION AND PERSONAL INFORMATION

- 6.1 You are advised to take all necessary precautions to safeguard your Login Information and Personal Information and shall keep it confidential at all times.
- 6.2 You shall, at all times, be responsible for all Transactions and/or Instruction(s) transmitted via the Application using your Login Information saved on your Device(s) regardless of whether they were made by you or someone purporting to be you and you hereby agree and acknowledge that we are entitled to rely on and treat any Transaction(s) and/or Instruction(s) made, submitted or effected pursuant to the use and entry of your Login Information as having been made, submitted and effected by you accordingly. We shall not be responsible or liable for any losses which you may suffer, whether directly or indirectly, as a result of the same, save for instances where such losses or damages are directly caused by our gross negligence or wilful misconduct.
- 6.3 All Transaction(s) performed by you or Instruction(s) transmitted to and/or received by us through your Login Information shall be deemed as genuine Transaction(s) and/or Instruction(s) made by you. We are under no obligation to verify the said Transaction(s) and/or Instructions with you to determine its authenticity but may do so at our sole and absolute discretion.
- 6.4 Any Instruction(s) transmitted to and/or received by us which requires any amendments and/or variations to your Personal Information shall be deemed consent for us to make the relevant amendments and/or variations.
- 6.5 We reserves the right to suspend and/or revoke the use of your Username and/or Password(s) at any time with notice to you. We shall not, however, be required to provide you with any reason for such suspension or revocation.

7. TRANSACTION LIMIT

- 7.1 You acknowledge that:
- 7.1.1 we reserve the right to introduce, impose or vary the limits to any daily or monthly transactions authorized through the QR Code Payment Service;
 - 7.1.2 we reserve the right to specify limits on the number and amount of Transactions, and the period which the QR Code Payment Service is allowed to be operated by giving you adequate prior notice.
 - 7.1.3 your usage of the QR Code Payment Service through the Application shall be further subject to the Available Balance in your Account and/or credit limit of such Card(s) which you have bound to the Application and any maximum daily

default limit and/or maximum daily transaction limit as may be applicable to your Account.

Clause 7.1.1 to 7.1.3 are collectively known as the “Transaction Limit” and we may at our sole and absolute discretion amend, vary and change the Transaction Limit or any other limits in respect of the QR Code Payment Service as provided for from time to time.

- 7.2 We have no control and shall not be held responsible for any limits imposed by any Merchants or UnionPay on any Transaction(s) effected through the QR Code Payment Service.

8. YOUR RESPONSIBILITIES AND UNDERTAKINGS

- 8.1 You shall undertake and agree:

- 8.1.1 to be responsible, at all times, for obtaining and using the necessary application version, Device, operating system, internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to the Application and/or QR Code Payment Service, at your own risk and expense;
- 8.1.2 to be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to the Application and/or QR Code Payment Service and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider;
- 8.1.3 to exercise utmost care, diligence and precautions to safeguard your Device from loss, theft or fraudulent use of your Device to prevent any unauthorised use of your Application and/or QR Code Payment Service;
- 8.1.4 that we shall not be held liable for your inability to access or use the Application and/or QR Code Payment Service or any part thereof, the rejection of your access to the Application and/or QR Code Payment Service, or the incorrect processing of your access to the Application and/or QR Code Payment Service;
- 8.1.5 to observe all security measures in relation to your Account, Application and/or QR Code Payment Service in accordance to the Terms and other rules and regulations, policies or guidelines as may be implemented from time to time;
- 8.1.6 to furnish complete, accurate and timely data, information and instructions in relation or in connection with any Application and/or QR Code Payment Service and performance of any Transaction(s) made through the Application;
- 8.1.7 to keep yourself informed and updated of the relevant and applicable policies, practices and other terms applicable to the Account, Application, QR Code Payment Service and/or Card(s) as provided to you;
- 8.1.8 to observe all reasonable measures to notify us immediately of any lost or stolen Card(s) or Device(s) that have been set up for the Application and/or QR Code Payment Service in order to cancel or disable your Card(s) in your Application

and/or Device(s);

- 8.1.9 to be and remain liable to us for any goods or services supplied by the Merchants by the use of the Application and/or QR Code Payment Service before we receive your written or verbal notification of the loss and/or theft of your Card(s) and/or Device(s);
 - 8.1.10 that your use of the Application and/or QR Code Payment Service herein shall at all times be in accordance with all legislation, subsidiary laws and regulations governing the same and you shall not, at any time, whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information through the Application, which is abusive, defamatory, infringing another person's right, criminally sanctioned or attracts civil liability, incites hatred or racism, pornographic, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency;
 - 8.1.11 that we reserve the right to edit or delete any content or material which violates any of the Terms without notice and without any liability whatsoever to you for doing so; and
 - 8.1.12 to monitor all transactions and activities in connection with your Account. We assume that you will do so without any reminders or notifications from us.
- 8.2 You shall not:
- 8.2.1 use the Application and/or QR Code Payment Service on any illegally modified devices such as a jailbroken device, rooted device or any device that has been altered in any way whatsoever. In the event you utilise such a device, we shall not be liable in anyway whatsoever for any and all losses or damages which you may suffer;
 - 8.2.2 interfere with the access to and use of the Application and/or QR Code Payment Service herein by other Application and/or QR Code Payment Service users and you shall not use the Application and/or QR Code Payment Service for any purpose other than conducting authorised transactions pertaining to your Account;
 - 8.2.3 hack into, attempt to hack, or gain unauthorised access, whether directly or indirectly, into other Application and/or QR Code Payment Service users' account(s), for any purpose whatsoever; and
 - 8.2.4 initiate any claims, actions, proceedings, or suits against us, for any unauthorised use of the Application and/or QR Code Payment Service herein whether as a result of your Login Information being compromised or otherwise.

9. TERMINATION AND SUSPENSION

- 9.1 Notwithstanding anything in these Terms, we may change the procedures or mode of operation of the Application and/or QR Code Payment Service without giving any reason or notice to you at any time.

- 9.2 We shall be entitled to immediately suspend or terminate your use of the Application and/or QR Code Payment Service herein (or any part thereof, including any benefits under the Services) and your access to the Application and/or QR Code Payment Service, with or without any notice to you without assigning any reasons or upon the happening of any of the following events (without limitation thereto):-
- a) if in our opinion, there is dishonesty, suspected fraud, illegality, criminality or misrepresentation in your use of the Application and/or QR Code Payment Service;
 - b) if you are in breach or we have reasonable grounds to believe that you have breached any of the provisions of these Terms and Conditions, and/or any applicable terms and conditions of any new services as may be provided by us from time to time, or have engaged in any conduct prejudicial to us or if in our opinion, your acts are prejudicial to the our interest;
 - c) if you are in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body or government agency;
 - d) if you are facing bankruptcy proceedings or is adjudged bankrupt;
 - e) if you are proven to have or there are reasonably sufficient grounds to believe that you are engaged in fraudulent or suspicious activity(ies) in the course of usage of the Application and/or QR Code Payment Service;
 - f) if you have submitted false documents or have declared false information during your registration, use and/or access to the QR Code Payment Service;
 - g) if you have acted in bad faith or with malicious intent;
 - h) if your name is listed under any regulatory watchlist (including but not limited to listing related to money laundering, terrorism and terrorism financing under Brunei Darussalam Central Bank (“**BDCB**”); if you fail to provide any additional information which we may reasonably request from you from time to time;
- 9.3 You may terminate your use of the QR Code Payment Service at any time by removing all the Card(s) bound with the Application for the QR Code Payment Service or cancelling the Card(s) or deleting the Application from your Device(s).
- 9.4 You agree and acknowledge that termination does not affect your liability or obligation in respect of any Transactions and/or Instruction(s) transmitted to and received by us prior to such termination that have been processed or are being processed by us.
- 9.5 Any rights and obligations under these Terms which by their term and sense would survive the termination thereof in any way shall continue to be in full force and effect thereafter.

10. DISPUTE OF TRANSACTION(S)

- 10.1 If you discover any error or discrepancy in any Transaction(s) or Instruction(s) performed using the QR Code Payment Service, you must contact us in accordance to the procedure set out herein within ninety (90) days from the date of the disputed Transaction, failing which, you shall be deemed to have accepted the accuracy of your Transaction(s).

- 10.2 Should you wish to report any error or to dispute any Transaction(s) or Instruction(s) performed through the QR Code Payment Service, you may email or call Baiduri at the following address and contact number:

Baiduri Bank Call Centre

Baiduri Bank Headquarters

1 Jalan Gadong, Bandar Seri Begawan BA1511

Negara Brunei Darussalam

Tel: +673 244 9666

Email: enquiry@baiduri.com

- 10.3 We shall endeavour to resolve your complaint and/or dispute at our sole and absolute discretion.
- 10.4 You shall be required to disclose to us all relevant information relating to any report, query or complaint including but not limited to your name, the relevant Card(s) and/or account(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error, disputed transaction, query or complaint, as maybe relevant.
- 10.5 Notwithstanding Clause 10.4, you are not encouraged to disclose at any time and under any circumstances whatsoever your Login Information to any of our staff or representative or communicate such information via e-mail, SMS, telephone or any instantaneous messaging applications. You agree and acknowledge that should you proceed with such mode(s) of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold us responsible or liable for the security of such information or any loss suffered in relation thereto.
- 10.6 We shall endeavour to investigate the complaint, answer the query or inform you of the results of our investigation as soon as practicable or in any case within seven (7) Business Days of receipt of such report, query or complaint.
- 10.7 If we require more time to conduct our investigation, we shall extend the period stated in Clause 10.6 above to such reasonable period as we deem necessary in our sole and absolute discretion which shall as far as reasonably possible not exceed fourteen (14) Business Days from the date of receipt of such report, query or complaint.
- 10.8 You shall as far as possible co-operate and assist us in the conduct of our investigations, including allowing us and our investigation team to access the Device(s) used for the error or disputed transaction.
- 10.9 Subject to the Terms, upon the completion of an investigation, we shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to your Account, Card(s) and notify you of the adjustments made pursuant thereto, if required.
- 10.10 In any case, we shall inform you of the results of the investigation within fourteen (14) Business Days of the completion of the investigations in Clause 10.6 or 10.7, as the case

may be.

- 10.11 For the avoidance of doubt, all telephone calls made by or to us shall be logged by us for quality control and training purposes.

11. REFUND OR ADJUSTMENT

- 11.1 If it is proven or revealed upon completion of our investigations pursuant to Clause 10.6 or 10.7(Dispute of Transaction(s)) that the disputed Transaction(s) was indeed made in error by our fault, we will refund the disputed sum directly to your Account within fourteen (14) days from the date of completion of our investigation. We reserve our rights not to refund any disputed amount to you if we have reason(s) to believe that you have acted in contrary to these Terms; or
- 11.2 Upon the completion of the full investigations, if it is discovered that you are not entitled to the refund, we may, in our sole and absolute discretion, either adjust your Account and deduct the refunded sums from your Account or claim such sums from you. In the event any incorrect sum was deposited to or deducted from your Account, we shall make the necessary adjustment or deduction from your Account as required.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property attaching to, contained or vested in the Application including all content, data, information, details, materials, literature, manuals or graphics contained in the Application, without limitation to the QR Code Payment Service, shall be owned by Baiduri.
- 12.2 We strictly prohibit any use of any of our aforesaid rights in any manner whatsoever without our express prior written permission.
- 12.3 No part or parts of the Application may be reproduced, copied, reverse engineered, exploited, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.
- 12.4 Nothing in the Application and in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trade marks and/or digital content displayed on or through the Application, without any prior written permission from us.

13. LIABILITY

- 13.1 We shall use all reasonable efforts to ensure the operation and provision of the QR Code Payment Service through the Application herein is provided “as is”, “where is” and “as available” and without warranties of any kind.

- 13.2 We make no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to the Application and/or QR Code Payment Service, and specifically disclaim all such warranties including, without limitation to:
- 13.2.1 any implied warranty of merchantability of goods/services, fitness for a particular purpose and non-infringement;
 - 13.2.2 availability, accessibility, timeliness and uninterrupted use of the QR Code Payment Service;
 - 13.2.3 accuracy, timeliness, security of any data or information provided to you as part of the QR Code Payment Service; and
 - 13.2.4 immunity from any harmful components or errors in the course of usage of the QR Code Payment Service and process of any Instruction(s) and/or Transaction(s) herein.
- 13.3 In no event shall we be liable to you for any lost profits, or indirect, incidental, consequential, special, exemplary or punitive damages, even if we have been advised of the possibility of such damages. This limitation will apply regardless of any event of liability, fraud, misrepresentation, breach of contract, negligence, personal injury, product liability, infringement or any other theories, regardless of whether or not we have been advised of the possibility of such damages.
- 13.4 You are solely responsible for any damage or loss if you authorise or consent to any third party (such as another user or Merchant) to use or handle your Card(s), Device, Application for the QR Code Payment Service.
- 13.5 We shall not be responsible or liable for any loss whatsoever and howsoever arising whether in tort, contract or indemnity, in relation to the provision of the Application and/or QR Code Payment Service herein and whether suffered by you or any other person with the exception of losses which are caused by the fraudulent or negligent conduct of our officers. Notwithstanding anything to the contrary contained herein:
- 13.5.1 We shall not be liable in any way to you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect economic or financial loss or damage (including loss of revenue or profits) howsoever caused or arising, including but not limited to any such loss caused or arising from any breach or failure by us to perform any of its obligations under these Terms and Conditions;
 - 13.5.2 We shall not be liable in any way to you for any loss, damage or liability incurred or sustained arising from one or more of the following instances, howsoever caused or incurring: any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, Device(s), terminal, server or system whether or not owned, operated or maintained by you or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process your Login Information or Instruction(s);
 - 13.5.3 any malfunction, breakdown, disruption and/or unavailability of the Application for the QR Code Payment Service herein or any portion thereof, howsoever

- arising;
- 13.5.4 the Application and/or QR Code Payment Service herein not being accessible, available or functioning;
 - 13.5.5 any failure or delay caused by your internet browser or other software, computer virus or related problems;
 - 13.5.6 corruption, destruction, alteration, loss of or error in your Instruction(s) or any data or information in the course of transmission through the Application for the QR Code Payment Service;
 - 13.5.7 any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
 - 13.5.8 any use of the Application and/or QR Code Payment Service on a jail- broken or rooted devices;
 - 13.5.9 any loss, theft or unauthorised use of your Login Information;
 - 13.5.10 any remote interception as a result of a malicious program stored in any telecommunications, or Device(s) whether or not owned, operated or maintained by you;
 - 13.5.11 any purported access to and use of the Application and/or QR Code Payment Service herein, your Login Information as well as any other software or hardware provided by us to you, if any;
 - 13.5.12 any malfunction or breakdown in the software or hardware provided by us to you, if any;
 - 13.5.13 any unauthorised access and/or use of the Application and/or QR Code Payment Service by any person, whether remotely performed or otherwise;
 - 13.5.14 any prohibition, suspension, delay or restriction of your access to the Application and/or QR Code Payment Service herein by the laws and regulations of any country from which you access the Application and/or QR Code Payment Service;
 - 13.5.15 any prohibition, suspension, delay or restriction of your access to the Application and/or QR Code Payment Service caused by, relating to or in connection with your Network Service Provider;
 - 13.5.16 any inaccuracy or incompleteness of information, data or Instruction(s) given by you in relation to setup and/or any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Application and/or QR Code Payment Service;
 - 13.5.17 your failure, neglect or omission to maintain sufficient funds in your Account to perform any of your Instructions;
 - 13.5.18 your inability to perform any Transaction(s) due to limits set by us from time to time;

- 13.5.19 your failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines currently in force;
- 13.5.20 any delay in the delivery or non-delivery or any documents or materials, whatsoever, under this Agreement;
- 13.5.21 any event, the occurrence of which is beyond our reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply;
- 13.5.22 any delay and/or inability to notify us to disable your Account and/or Card(s) on a lost or stolen or compromised Device(s);
- 13.5.23 any delay and/or inability to notify us to disable your lost or stolen or compromised Card bound to the Application for the QR Code Payment Service; or
- 13.5.24 any loss(es) which is caused by third parties.

14. INDEMNITY

- 14.1 You shall defend, indemnify, hold harmless and shall keep us fully indemnified, from any loss, damage, demands, actions, proceedings, liability or expense, including legal costs, arising from any claims including but not limited to libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever suffered, or incurred directly or indirectly by us arising from the breach or non-observance of these Terms, Other Terms and/or any applicable terms and conditions of any new services which we may provide from time to time, the use of the QR Code Payment Service, our websites, content transmitted, received or stored via the Application or part thereof and for all other claims arising out of any act or omission by you or by any unauthorised use or exploitation of the QR Code Payment Service or part thereof, including but not limited to any third party claims.
- 14.2 You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against us arising from the above claims, and shall provide us with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

15. VARIATION AND NOTICES

- 15.1 We hereby reserve the right at our absolute discretion from time to time, to change, modify, delete, amend, add or vary these Terms stated herein from time to time, by giving at least thirty (30) days' notice of any such additional or amended terms and conditions.
- 15.2 Unless otherwise specified herein to the contrary, all notices and communications to you in relation to the QR Code Payment Service may be given in one of the following manners:
 - 15.2.1 by e-mail, SMS, notification or other forms of instantaneous communication to your last known contact number and/or email address submitted for purposes of

- registration and access to the Application;
 - 15.2.2 by display at our premises, including those of its branches;
 - 15.2.3 by display on social media account(s) or website(s) or any of our other online platform; or
 - 15.2.4 by any other manner as we deem fit.
- 15.3 All notices and communications to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, upon dispatch and/or display in the manners prescribed in Clause 15.2.
- 15.4 Your continued use of the QR Code Payment Service after the effective date of any variation, addition, deletion or amendments to these Terms or where no effective date is specified, after a period of seven (7) days upon your deemed receipt of such notice, in accordance with Clause 15.2, shall constitute your unconditional acceptance of such variation, addition, deletion or amendments.
- 15.5 You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a Transaction(s), your Account and Card(s), we may proceed with making such changes and amendments without notice to you.

16. DISCLOSURE OF PERSONAL INFORMATION

- 16.1 You hereby expressly authorise and permit us to collect, use, store, divulge and/or otherwise disclose your Personal Information, any and all particulars and information relating to yourself or your Card(s), Account(s) or any Transaction(s), Instruction(s), any communications and/or dealings, whether provided during registration or after, via the Application for purposes incidental or in relation to the performance of the QR Code Payment Service, including but not limited to the following purpose(s):-
- 16.1.1 performing the obligations stated in this Agreement;
 - 16.1.2 providing you with the QR Code Payment Service via the Application;
 - 16.1.3 processing your request(s) for refund(s);
 - 16.1.4 validating and/or processing any Transaction(s) or Instruction(s) pursuant to the Terms and Conditions herein;
 - 16.1.5 fulfilling and conducting internal administrative purposes and/or assigning work to another individual, company or organisation to provide necessary support to the Services provided herein, in areas including, but not limited to information technology (IT), communications, collection or any other tasks, transferring rights and/or duties, legal compliance, risk management, audit, internal management, complaint handling, and/or for other purposes deemed necessary for the effective operation and provision of the QR Code Payment Service via the Application;
 - 16.1.6 sending you marketing, advertising and promotional information about other

- good(s) and services offered by us and our affiliates, related corporations and other third party provider(s)/agent(s), which we believe may be of interest or benefit to you.
- 16.1.7 verifying the existence and condition of your Account and/or Card(s), for a third party such as a credit bureau or merchant;
 - 16.1.8 responding to questions, comments, or feedback from you;
 - 16.1.9 complying with laws, regulations, government agencies and authorities in Brunei Darussalam and elsewhere including, but not limited to court orders and requests;
 - 16.1.10 detecting, preventing and reporting any criminal, fraudulent, unauthorised or suspicious activity(ies) conducted via the Application;
 - 16.1.11 investigating any claim or dispute arising out of or in connection with your use of the QR Code Payment Service via the Application; and
 - 16.1.12 monitoring and recording for business purposes including but not limited to quality control, training, effective system operation, prevention and detection of any criminal, fraudulent, unauthorised or suspicious activities.
- 16.2 Your acceptance of these Terms herein shall be deemed as irrevocable consent to the processing of your Personal Information, Transaction(s), Instruction(s), any communications and/or dealings on the Application for the QR Code Payment Service in accordance to the Terms herein. Your consent shall survive the termination or suspension of the usage of the QR Code Payment Service herein.
- 16.3 You shall agree to allow the disclosure of such information to our affiliated companies or strategic partners, external service providers, agents, subcontractors, co-branding partners, data processors, auditors, accountants, solicitors, advisors, external inspectors, credit information companies, credit rating companies, prospective assignees, assignees, competent authorities, and/or and agencies/organizations/juristic persons having entered into a contract with us Provided That such persons shall be informed of the confidential nature of such information disclosed and it is procured that such persons shall keep such information confidential.
- 16.4 You shall agree to authorise us to procure any information from any person, organization, authority, company, corporate or unincorporated body or any other entity as we may in good faith deem fit in connection with your Account, Card(s) or the QR Code Payment Service herein and authorises the disclosure by such person of any information required by us.
- 16.5 In submitting to us any Instruction(s) or in continuing with the use of the QR Code Payment Service herein, you shall be deemed to have conferred upon us in such Instructions or by such conduct as the case maybe, your due authorisation and permission for such disclosure in accordance with the terms hereof.
- 16.6 Though we shall endeavour to ensure the security of your information which is transmitted through the Application for the QR Code Payment Service herein, you agree and acknowledge that we do not make any warranties in respect of the same and you hereby

accept the risk associated with the use of the Internet medium including but not limited to the risk that all information transmitted through the Application for the QR Code Payment Service may be accessed by unauthorised third parties and accordingly, you shall not hold us responsible or liable for any such unauthorised access, theft of information or any losses resulting therefrom.

17. TRANSACTION RECORDS

- 17.1 All Transaction(s) authenticated via the QR Code Payment Service shall be directly billed to your Account, and shall constitute binding and conclusive evidence of your Transaction(s). Any Instruction(s), action(s), information, and/or confirmation sent from your Device(s) via the Application shall be deemed to have been issued by you notwithstanding that such Instruction(s), action(s), information, and/or confirmation may have been issued by a third party, whether authorised or otherwise. We shall deem that the QR Code Payment Service has been accessed legitimately and the Transaction(s) conducted shall be valid and binding upon you. We shall not entertain any request to reverse any authorised and authenticated Transaction(s). We will not issue a separate statement for the QR Code Payment Service.
- 17.2 For clarity, the description of goods and/or services on any of your Transaction Records may be general to the extent consistent with the format provided by us.
- 17.3 You are advised to regularly log in to the Application to review your Transaction Records and to ensure that there have not been any unauthorised/fraudulent/suspicious Transaction(s). You shall check and verify all Transactions including, without limitation, the amount, description of the goods and/or services purchased, Merchant's information, and recipient information.
- 17.4 Subject always to requirements stated in Clause 16 (inclusive of any amendments and variations thereof to be made from time to time), you agree and acknowledge that we shall be entitled to store, process, audit, review, transmit, analyse, share and disclose all Transaction Records authorised and authenticated by you through the Application, in such manner deemed appropriate by us.

18. INTERNATIONAL USE

- 18.1 You agree and acknowledge that your access and use of the QR Code Payment Service outside of Brunei Darussalam may be subject to the following requirements:
 - 18.1.1 rules, regulations, guidelines, notices and directives approved or issued by Brunei Darussalam Central Bank (“**BDCB**”) or any other regulatory authorities in Brunei Darussalam, prescribed, issued or amended from time to time in relation to your access and use of the QR Code Payment Service;
 - 18.1.2 other exchange control legislations, subsidiary rules, regulations, guidelines, notices and directives of the country where the Transaction(s) is effected or requested;
 - 18.1.3 other relevant laws and regulations of Brunei Darussalam and the country where

- the Transaction(s) is effected or requested;
 - 18.1.4 the applicable foreign exchange rate(s) prescribed by Baiduri at the time of the Transaction(s);
 - 18.1.5 other applicable fees, rates or surcharges prescribed by card issuer(s) or bank(s) at the time of the Transaction(s);
 - 18.1.6 your Card(s)'s terms and conditions in relation to international use.
- 18.2 Further, you agree and acknowledge that the amount of any Transaction(s) that you have authorised via the QR Code Payment Service shall be subject to limits, if any, prescribed by the relevant legislations, subsidiary legislations, rules, regulations, guidelines, notices and directives of the country (as may be enacted, prescribed, issued or amended from time to time) in which the transaction is effected or requested.

19. FEES AND CHARGES

The provision of the QR Code Payment Service to you via the Application shall be free of charge, unless expressly stated otherwise in these Terms. We shall not be liable for any fees or charges imposed by any Merchant or third party, card issuer(s) or bank(s) for the usage of the QR Code Payment Service herein.

20. APPLICABLE LAWS AND JURISDICTION

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.
- 20.2 You hereby agree that all claims and disputes relating to or arising from the Terms, including any question regarding the existence, validity or termination of the Terms shall be referred to the exclusive jurisdiction of the Courts of Brunei Darussalam.

21. FORCE MAJEURE

- 21.1 Without limiting the generality of any provision in these Terms, we shall not be liable for any failure to perform our obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of the Government of Brunei Darussalam, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom we have no control over or any cause outside our reasonable control.
- 21.2 The Application and/or QR Code Payment Service may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in the operation system of the Application for the QR Code Payment Service. In the event of such interference, we shall not be responsible for any inability to use or access the QR Code Payment Service herein, interruption or disruption of the QR Code Payment Service and any of the resulting losses you may incur therefrom.

22. SEVERABILITY

Any part of the Terms herein that is invalid, unenforceable or illegal shall be enforced as near as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

23. WAIVER

Any failure on our part to exercise any particular right or provision of these Terms shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

24. ASSIGNMENT

- 24.1 You shall not assign, transfer or encumber any or all of your rights or obligations under this Agreement.
- 24.2 We may assign these Terms in whole or in part to any third party at our discretion.

25. ACCEPTANCE OF TERMS

- 25.1 You and any other person that you allow to access and use the QR Code Payment Service agrees to be bound by these Terms, Other Terms, and such other applicable terms and conditions which may be introduced from time to time in your access and use of the QR Code Payment Service.
- 25.2 You acknowledge that by your addition of any of your Card(s) to the Application, you shall be deemed to have read, understood and agreed to be bound by these Terms and you further acknowledge and accept all inherent risks associated in adding your Card(s) and using the QR Code Payment Service.
- 25.3 You are solely responsible for ensuring that your use of the QR Code Payment Service complies with the terms and conditions that govern the Card(s) that you bind with the Application. You also are responsible for all charges and/or debits to your Card(s) that result from any Transaction(s) made using the QR Code Payment Service and any fees that the issuers of your Card(s) may charge in connection with such Transaction(s).