

CARD BALANCE TRANSFER

Please read the following terms and conditions applicable to Baiduri Bank's Card Balance Transfer programme thoroughly. By utilizing Baiduri Bank's Card Balance Transfer programme, you are accepting the terms and conditions set out herein and will be legally bound by them ("Terms"). These Terms shall be effective and shall apply to the Cardholder upon approval of the Cardholder's application for Card Balance Transfer in accordance with these Terms.

DEFINITIONS

When the following words are used in these Terms, they have the meanings as respectively set out below: -

"Bank" - Baiduri Bank Berhad, a company incorporated in Brunei Darussalam under the Companies Act, Cap 39 and includes its successors in title.

"Card" - a credit card issued by the Bank in respect of a Card Account and includes a renewal or replacement of such card.

"Card Account" - an account maintained by the Cardholder with the Bank in respect of the Card.

"Card Balance Transfer" – a programme offered by the Bank in accordance with the Terms set out herein as amended from time to time whereby the Cardholder may apply to the Bank to transfer the Cardholder's outstanding credit card balances under a Third-Party Card Account to any Card Account held by the Cardholder whereby the Bank may pay the said outstanding credit card balance or a portion thereof by debiting the Cardholder's Card Account at the Promotional Interest Rate.

"Cardholder" - the person to whom a Card is issued and in whose name the Card Account is maintained.

"Credit Limit" means the maximum credit limit permitted under the Card Account as determined by the Bank and notified to the Cardholder from time to time which the Outstanding Balance must not exceed at any time.

"Promotional Interest Rate" means the promotional interest rate offered by the Bank in respect of Card Balance Transfers as determined by the Bank at its sole and absolute discretion from time to time.

“Outstanding Balance” - the Cardholder's total liabilities owing to the Bank at any given time in connection with the Card Account.

“Third-Party Card Accounts” - card accounts held in the name of the Cardholder issued by approved third-party credit card issuers in Brunei Darussalam that is not the Bank.

TERMS & CONDITIONS

1. The minimum amount that may be transferred by a Cardholder for the purposes of Card Balance Transfer is Brunei Dollars Five Hundred (B\$500.00) (**“Minimum Amount”**).
2. Only principal Cardholders (i.e. persons in whose name the Card Account is maintained) are eligible to apply for Card Balance Transfer. For the avoidance of doubt; supplementary cardholders (i.e. persons who have been issued a supplementary card under a Card Account maintained in a principal Cardholder's name) shall not be eligible to apply for Card Balance Transfer.
3. Card Balance Transfer are only applicable to credit card debit balances under Third-Party Card Accounts.
4. Card Balance Transfer may only be applied for and carried out between a Third-Party Card Account approved by the Bank and shall be subject to the approval of the Bank at its sole and absolute discretion.
5. Cardholders may apply for a Card Balance Transfer in respect of any amount equivalent to or above the Minimum Amount as long as the Card Balance Transfer does not cause the Outstanding Balance to exceed ninety-five percent (95%) of the approved Credit Limit of the respective Card Account (**“Transfer Amount”**). There must be sufficient credit in the Card Account for the Transfer Amount to be debited. Upon approval by the Bank of the Card Balance Transfer and the Transfer Amount, the corresponding amount will be reserved in the Card Account for this purpose which shall no longer be available for utilization by the Cardholder until full settlement of the Transfer Amount.
6. The Bank shall provide notice/confirmation to the Cardholder on the outcome of the Cardholder's application for a Card Balance Transfer. In the event that a Card Balance Transfer application is approved, transfer of the Transfer Amount to the Third-Party Card Account shall be made within a time period to be determined by the Bank. The Cardholder shall continue to be liable for and shall continue to make any required payments to the Third-Party Card Account in accordance with the terms governing the Third-Party Card Account until the Bank provides notice/confirmation to the Cardholder that the Third-Party Card Account has been credited with the Transfer Amount. The Bank shall not

be liable for any overdue payment, interest or charges incurred relating to the Third-Party Card Account, including any costs to close the Third-Party Card Account.

7. The Promotional Interest Rate shall only apply to Card Balance Transfer processed by the Bank under these Terms. The Promotional Interest Rate for Card Balance Transfer shall only be applicable to the Transfer Amount debited from the Card Account and any new Outstanding Balances for a maximum period of twelve (12) months or such other period of time as may be determined by the Bank at its sole and absolute discretion ("**Tenure**").
8. The Cardholder shall be required to make the monthly re-payments towards the Card Account for the purposes of paying-off the Transfer Amount for the purposes of the Card Balance Transfer as determined by the Bank at its sole and absolute discretion ("**Repayment**"). In the event that any Repayment is not made during the Tenure; such outstanding sums will be subject to the Bank's standard interest rate of one point five percent (1.5%) per month (or such other rate as may be determined by the Bank from time to time) for the total outstanding Repayment in addition to any applicable fees, charges, penalties, and/or late payment charge as may be determined by the Bank at its sole and absolute discretion as published in the Bank's General "Tariff of Charges for Cards" made available at www.baiduri.com.
9. The Bank shall be entitled to withdraw or vary the Promotional Interest Rate or terminate the Card Balance Transfer programme at the Bank's sole and absolute discretion and at any time the Bank deems appropriate at its discretion. Notice of any variation to the Promotional Interest Rate shall be provided to the Cardholders in accordance with Clause 18 below..
10. Any payments by the Cardholder to the Card Account shall first be applied towards reducing the Transfer Amount debited from the Card Account for the purposes of the Card Balance Transfer prior to any reduction in the Outstanding Balance of the Card Account.
11. The Cardholder shall not be eligible to participate in reward points or cashback programmes in respect of any Card Balance Transfer transactions.
12. Card Balance Transfer from an existing Card or any other credit card issued by the Bank shall not be eligible.
13. The Bank has the right to refuse any application for Card Balance Transfer by a Cardholder at its sole and absolute discretion without providing any reasons thereof.

14. The Bank may determine at the Bank's sole and absolute discretion the amount of Transfer Amount approved for a Card Balance Transfer. For the avoidance of doubt; the Cardholder acknowledges that the Transfer Amount applied for in respect of a Card Balance Transfer may be lower than the amount requested for upon submission of an application for a Card Balance Transfer by the Cardholder.
15. Card Balance Transfer may be subject to one-time transactions fees/charges as may be determined by the Bank at its sole and absolute discretion as published in the Bank's General 'Tariff of Charges for Cards' made available at www.baiduri.com.
16. The Cardholder may elect for early settlement of the Transfer Amount by informing the Bank. For the purpose of an early settlement, the Cardholder shall pay the total outstanding Transfer Amount in respect of the Card Balance Transfer together with any outstanding fees, charges or penalties.
17. The Bank reserves the right to vary, change, amend, delete or add to the Terms herein from time to time by notice in accordance with Clause 18 below. Any variation, amendments and alterations shall be binding upon the Cardholder.
18. In the case of any changes or variations to these Terms or to the Promotional Interest Rate in accordance with these Terms; the Bank shall provide no less than thirty (30) days' notice of any such changes prior to the effective date of such changes. Notice of such changes may be by publication in any manner considered reasonable at the sole and absolute discretion of the Bank subject to the requirements of any relevant authority in Brunei Darussalam. Without limitation, forms of notice of such alterations may include but is not limited to a public notice via publication on the Bank's website at www.baiduri.com, local newspaper, letters, phone calls, text messages or any other electronic mode of communication including electronic mail.