



# Debit Cardholder Agreement

## 1. DEFINITIONS & INTERPRETATIONS

1.1 In this Agreement, unless the context otherwise requires:

"Account" means each and any of the Cardmember's accounts with the Bank which the Cardmember has designated for Card Transaction and/or ATM Card Transaction.

"Agreement" means this agreement as may be varied from time to time solely by the Bank.

"Application" means the Bank's prescribed application form for a Card to be issued upon these terms and conditions (where applicable).

"ATM" means an automated teller machine or card operated machine which accept the Card including but not limited to machines belonging to the Bank or other participating banks or financial institutions or to the Card Company's ATM network or their affiliated network.

"ATM Card" means a card issued to Cardmembers for use at an ATM and may include a Card.

"ATM Card Transaction" means a transaction effected by the use of an ATM Card or a Card in accordance with this Agreement.

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

"Business Day" means a day on which the Bank is open for general business operations.

"Card" means the debit card issued by the Bank pursuant to this Agreement and any replacement or renewal thereof.

"Card Company" means the applicable card network company in respect of the Card (e.g. Visa, Mastercard, and UnionPay) which are issued by the Bank.

"Cardmember" in relation to a Card, means the principal cardholder at whose request and to whom a Card is issued by the Bank.

"Card Limit" means the maximum permissible limit prescribed by the Bank in respect of Total Transactions effected in a day;

"Card Transaction" means a transaction effected whether by using the Card and/or the PIN and/or otherwise, whether with or without the Cardmember's knowledge or authority (including but not limited to a payment for any goods, services and/or benefits and payment for any charitable purpose);

"Participant" means a person who participates in the Privilege Scheme;

"Participating Outlet" means a store, stall or showroom engaged in the marketing, supply, sale and/or provision of any goods and/or services of the Participants;

"PIN" means the personal identification number issued to a Cardmember

"Privilege Scheme" means a system or scheme whereby Cardmembers may use their cards to enjoy rebates and discounts on goods and services offered by the Participating Outlets and/or the Participants

"Statement" means a statement of account issued by the Bank reflecting the Total Transaction;

"Third Party ATM Card Transaction" means any ATM Card Transaction made using an ATM not belonging to the Bank;

"Total Bank ATM Card Transactions" means the sum total of the Cardmember's ATM Card Transaction for any single month made using an ATM belonging to the Bank;

"Total Third Party ATM Card Transactions" means the sum total of the Cardmember's ATM Card Transaction for any single month made using an ATM not belonging to the Bank;

"Total ATM Card Transactions" means the sum total of the Total Bank ATM Card Transactions and the Total Third Party ATM Card Transactions for any single month;

"Total Card Transactions" means the sum total of the Cardmember's Card Transaction for any single month. For the sole purpose of determining the Total Card Transaction, the use of the Card in accordance with this Agreement shall be deemed to be a Card Transaction;

"Total Transactions" means the sum total of the Total Card Transactions and Total ATM Card Transactions; and

"Total Amount on Hold" means the sum total of the amount in the Cardmember's Account put on hold by the Bank as a result of any Card Transaction, in accordance with Clause 4.

1.2 Words importing the singular includes the plural and vice versa.

1.3 Words referring to the masculine also refer to the feminine and neuter gender.

1.4 Reference to a person includes reference to a sole proprietor, partnership or company.

1.5 Reference to a Clause is to a clause of this Agreement.

1.6 The headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of this Agreement.

## 2. THE CARD

2.1 When an application for a Card is approved by the Bank, the Bank may send the Cardmember a Card, and/or any renewal or replacement thereof, by ordinary post at the sole risk of the Cardmember. The Bank shall not be liable to the Cardmember for any loss or damage which the Cardmember may suffer if the Cardmember fails to receive the Card.

2.2 When the Cardmember receives the Card, the Cardmember must immediately sign on the Card at the place provided.

2.3 By signing on or using the Card, the Cardmember is deemed to have read, understood and accepted each and every term of this Agreement.

2.4 The Cardmember, and no one else, may use the Card to effect Card Transactions during the validity period printed on the Card subject to the terms and conditions of this Agreement.

2.5 The Card remains the property of the Bank at all times. At the Bank's request which may be made at any time, the Cardmember must immediately return the Card cut in half to the Bank or as otherwise instructed by the Bank.

## 3. CARD LIMIT

3.1 The Bank may at its sole and absolute discretion set the Card Limit with respect to the use of the Card and/or ATM Card and may vary the Card Limit without notice

3.2 Notwithstanding any Card Limit that may be prescribed, the Bank may in its absolute discretion approve any proposed Card Transaction and/or ATM Card Transaction and allow the Card Limit to be exceeded, even in the absence of any request from the Cardmember, provided always that the Cardmember must forthwith and/or upon demand by the Bank pay such amount in excess of the Card Limit.

3.3 Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason, the Cardmember shall pay on demand such amount overdrawn with interests, as may be prescribed by the Bank from time to time in its absolute discretion, on the same amount overdrawn.

3.4 In calculating whether the Card Limit has been exceeded, the Bank may take into account the amount of any Card Transaction and Third Party ATM Card Transaction not yet debited to the Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction and Third Party ATM Card Transaction.

3.5 Notwithstanding any of the above provisions, the Cardmember must not use the Card such that the Total Card Transactions and the Total Third Party ATM Card Transactions exceeds the Card Limit.

## 4. HOLD ON ACCOUNT

4.1 The Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier. If a merchant or establishment request for an authorisation of a Card Transaction, the Bank may place a hold on the Account for the amount of the Card Transaction. If the amount of the Card Transaction is posted to the Account before the hold expires, the balance available to the Cardmember in the Account is reduced by the amount of the Card Transaction. The Cardmember may not stop payment on a Card Transaction. For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction shall not be treated as conclusive of the amount of the Card Transaction that would eventually be debited to the Account and in particular, for Card Transactions denominated in a currency other than Brunei Dollars, it shall not be deemed that the Bank has converted the Card Transaction amount to Brunei Dollars on the day that the amount was placed on hold, it being hereby expressly agreed that the Bank shall be at liberty to convert such amount to Brunei Dollars at such time and at such rate of exchange as the Bank may determine in accordance with its usual practice.

4.2 The Bank shall have absolute discretion to place such amounts as are referred to in Clause 4.1 on hold for such periods as it deems fit. Upon the expiry of such periods as it determines, the Bank shall debit such amounts on hold to the Account if the Card Transactions in respect of which the amounts were placed on hold were presented to the Bank for payment and the Bank shall credit such amounts placed on hold back to the Account if the Card Transactions in respect of which the amounts were placed on hold were not presented to the Bank for payment, Provided Always that the Bank shall have the absolute discretion to continue to place such amounts on hold if it is of the opinion that such Card Transactions would be presented for payment within a reasonable time. For the avoidance of doubt, the Bank's right to debit the Account in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with that Card Transaction, it being hereby expressly agreed that the Bank shall be entitled to debit the Account for the full amount of the Card Transaction and if the amount of any Card Transaction is denominated in a currency other than Brunei Dollars, the Bank shall convert the amount to Brunei Dollars at such time and such rate exchange as the Bank may determine in accordance with its usual practice. It is hereby further agreed that the Bank shall have the right to increase at any time the amount placed on hold in respect of any Card Transaction which is denominated in a currency other than Brunei Dollars if the Bank is of the view that the amount initially placed on hold when converted into that foreign currency would not be sufficient to satisfy payment of that Card Transaction in full.

4.3 The Cardmember shall not use any of the Total Amount on Hold, notwithstanding any other terms and conditions governing the Account.

4.4 The Bank will send a Statement to the Cardmember on a monthly or other periodic basis but the Bank reserves the right not to send any Statement for any period during which the Account is inactive. For the avoidance of doubt, it is hereby agreed that the Statement shall be evidence of the state of account between the Cardmember and the Bank and the terms and conditions for the operation of the Account shall apply in respect thereof (including but not limited to the terms governing the Cardmember's duty to verify the Statement and the conclusive evidence clause (if any)).

4.5 The Cardmember must inspect and examine the Statement and notify the Bank of any irregularity or error in the Statement within fourteen (14) days from the date of the Statement, failing which the Statement is, as against the Cardmember, conclusive evidence of the Cardmember's liability in respect of the amounts stated therein, provided that the Bank is entitled, at any time and without liability, to rectify any irregularity or error in the Statement.

4.6 The Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.

4.7 The amount of any Card Transaction, if denominated in a currency other than Brunei Dollars, will be converted to Brunei Dollars at such time and rate of exchange as may be determined by the Bank in accordance with its usual practice, before being debited to or placed on hold in the Account.

4.8 The Cardmember must notify the Bank promptly in writing of:

- (a) any intention to reside outside Brunei for more than six (6) months;
- (b) any change of address of the Cardmember; and
- (c) any other change in the Cardmember's particulars or any other information as may be requested by the Bank (at its absolute discretion) from time to time.

## 5. USE OF THE DEBIT CARD

5.1 The Card shall remain the property of the Bank at all times. The Cardmember may only use the Card within the validity dates as indicated on the Card. Upon expiry of the Card, the Cardmember shall immediately destroy the Card or do as otherwise directed by the Bank.

5.2 *Permitted Uses* – the Cardmember may use the Card at any merchant directly or at any ATM displaying the Card Company's logo or at any ATM compatible with the Card as may be designated by the Bank from time to time. The Cardmember may use the Account number at any merchant by mail, telephone order, facsimile or through the internet to pay for goods or services.

5.3 *Prohibited Uses* – the Cardmember shall not be permitted to do any of the following:

- (a) give the Card or Account number to any third parties or allow any third parties to use it for charges, identification or any other purpose;
- (b) use the Card to purchase anything for the purpose of resale;
- (c) return any goods; tickets or services obtained with the Card for a cash refund (except to a merchant for credit to the Account, if that merchant agrees or is obliged to do so);
- (d) use the Card to obtain cash from a merchant for a transaction recorded as a purchase;
- (e) obtain credit to the Account for any reason other than as a refund for goods or services previously purchased with the Card;

- (f) use the Card if a petition for the bankruptcy of the Cardmember has been issued (unless the petition is no longer in force).
- (g) use the Card if it is found after having been reported as lost or stolen;
- (h) use the Card if the Account has been closed, suspended or cancelled; or
- (i) use the Card for an unlawful purpose, including the purchase of goods or services prohibited by the laws of Brunei Darussalam or any other country where the Card is used or where the goods or services are provided.

## 6. BANK'S DISCRETION

6.1 The Bank is entitled, at any time in its absolute discretion and without giving prior notice or any reason, to refuse to approve any proposed Card Transaction notwithstanding that the Card Limit would not be exceeded, if the amount of such Card Transaction was debited thereto.

6.2 The Bank is entitled, at any time in its absolute discretion and without prior notice and without giving any reason, to:

- (a) suspend the Cardmember's right to use the Card entirely or in respect of specific facilities; and/or
- (b) refuse to re-issue, renew or replace the Card, without, in any case, affecting the obligations of the Cardmember under this Agreement which will continue in force and there will be no refund of any annual fees or other fees if the right to use the Card is so suspended by the Bank or if the Card is not so renewed or replaced.

6.3 Without prejudice to other provisions of this Agreement, the Bank reserves the right, at any time, in its absolute discretion and without prior notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the use of the Card and/or this Agreement.

## 7. FEES AND CHARGES

7.1 Charges: -

The Cardmember shall pay the following: -

- (a) Annual fee – a non-refundable annual fee at such rate as may be determined by the Bank from time to time; and
- (b) Card renewal/replacement fee – a handling fee for the renewal or replacement of the Card and/or PIN at such rate as may be determined by the Bank from time to time; and
- (c) Third Party Cash withdrawal Fee – an ATM withdrawal fee of B\$3.00 being applicable for each Third Party ATM Card Transaction.
- (d) Administrative fee for production of documents – an administrative fee for the Bank's production or copying of documents at the Cardmember's request, calculated as per latest tariff of charges issued by the Bank.
- (e) Service charge/administrative fee – a service charge or administrative fee for any service or facility provided by the Bank or any action taken by the Bank in carrying out any of the Cardmember's instructions and/or requests relating to the Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

7.2 Variation of interest, fees and charges – The Bank is entitled, at the Bank's absolute discretion, to vary or determine, at any time and from time to time, the amounts, rates, types and/or basis of calculation of all interest, fees and charges payable by the Cardmember under this Agreement without notice and without giving any reason. Without prejudice to the foregoing, any notice of such changes of interests, fees and charges may be contained in the Statement, which shall be effective from such date specified. The Bank may debit the same to the Account and/or request that the Cardmember pay the same on demand as the Bank may deem fit.

7.3 *Additional Fees* – The Bank reserves the right to at its absolute discretion impose or charge additional fees or charges in addition to those specified above at any time and from time to time by notice in writing to the Cardmember.

7.4 *No Waiver* – Any waiver of any of the above interest, fees and charges by the Bank shall not prejudice or affect the Bank's rights to, subsequently at any time and from time to time and without notice, impose any such interest, fees and charges on the Cardmember.

## 8. PIN AND USE AT ATMS

If a PIN is issued to the Cardmember to allow the Cardmember to use the Card at any ATM, the following additional terms apply:

- (a) the PIN may be collected by the Cardmember or sent by post to the Cardmember at the Cardmember's sole risk;
- (b) the Cardmember must not disclose the PIN and must take all care to prevent the PIN from becoming known to any person;
- (c) the Cardmember is liable for all transactions effected by the use of the Card at an

- (d) ATM with or without the Cardmember's knowledge or authority;
- (d) where the Card or the PIN issued to the Cardmember is used to effect transactions or to obtain facilities, benefits or services which could also be effected or obtained by the use of an ATM Card at any ATM and any other card operated machine or device, the Card is deemed to be an ATM Card for such purposes and the transaction, an ATM Card Transaction and the terms and conditions in respect of the use of the ATM Card then prevailing will govern all such transactions, facilities or services so effected or obtained;
- (e) the amount of any ATM Card Transaction, if denominated in a currency other than Brunei Dollars, will be converted to Brunei Dollars at such time and rate of exchange determined by the Bank in accordance with its usual practice, before being debited from the Account; and
- (f) the Bank is entitled, in its absolute discretion, to change, deactivate or revoke the use of the PIN at any time without giving any reason whatsoever and without prior notice to the Cardmember.

## 9. JOINT ACCOUNT

9.1 Where the Account is in joint names, the Bank may issue the Card to anyone who can operate the Account alone.

9.2 The Bank may put a hold on the Account and/or debit the Account in accordance with Clause 4, even if the Joint Account instructions are varied or terminated, until all cards issued by the Bank under this Agreement have been validly terminated in accordance with Clause 11.

9.3 All the Joint Account holders are jointly and severally liable to the Bank for any use of the Card under this Agreement.

## 10. LOSS OR THEFT OF CARD/DISCLOSURE OF PIN

10.1 The Cardmember must safeguard the Card and must ensure the PIN is not disclosed to any person. The Cardmember must take all steps and precaution to prevent any forgery, fraud, loss, unauthorized use or theft in respect of or in relation to the Card and the PIN.

10.2 If the Card is lost, stolen, not received or is used without authorisation or if the PIN is disclosed to any third party, the Cardmember must:

- (a) immediately within twenty-four (24) hours of such loss, theft, unauthorized use or disclosure notify and give the Bank written notice thereof;
- (b) assist in the recovery thereof upon request from the Bank and in accordance with the instructions of the Bank related thereto;
- (c) immediately within twenty-four (24) hours of such loss, theft, unauthorized use or disclosure, make a report to the police of the country where such loss, theft, unauthorised use or disclosure occurred;
- (d) immediately within three (3) days of making the police report as referred to in Clause 10.2 (c) above, provide a copy of said police report to the Bank; and
- (e) immediately within the time period as may be provided by the Bank and upon the request from the Bank, furnish to the Bank a statutory declaration in such form as the Bank may request and along with any other information as the Bank may require.

10.3 The Cardmember is liable for all Card Transactions including (without limitation) those made from the unauthorised use of the Card, the PIN or otherwise and whether with or without the negligence or fault of the Cardmember provided that if the Bank is satisfied that such loss, theft or disclosure is not due to the Cardmember's negligence or default AND that the Cardmember has fully complied with Clauses 10.1 and 10.2, in which case the Bank may agree (but shall not be under any obligation to do so) that the Cardmember's liability to the Bank for unauthorised Card Transactions effected after the Bank's actual receipt of the Cardmember's written confirmation of such loss, theft or non-receipt or disclosure, may in such instance be waived or limited to an amount to be determined by the Bank from time to time, at its sole and absolute discretion.

- 10.4 (a) If the lost or stolen Card is recovered, the Cardmember must immediately return the Card to the Bank cut in half without using it or as otherwise directed by the Bank.
- (b) The Cardmember must not use the PIN after reporting to the Bank that the PIN has been disclosed.

10.5 The Bank may, in its sole and absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a handling fee to be determined by the Bank from time to time.

## 11. TERMINATION

11.1 The Cardmember may terminate the use of the Card by giving the Bank written notice of termination and returning to the Bank the Card cut in half or as otherwise directed by the Bank, whereupon the use of the Card will be terminated.

11.2 The Bank may at any time in its absolute discretion without notice and without giving any reason and without liability terminate the use of the Card. Without prejudice to the generality of the foregoing and without limitation, the Bank may terminate the use of the

Card, upon the occurrence of any one or more of the following events:

- (a) the bankruptcy, insolvency, death or incapacity of the Cardmember; and/or
- (b) any breach by the Cardmember of this Agreement; and/or
- (c) any change in the financial condition of the Cardmember.

11.3 If the use of the Card is terminated by the Bank for any reason, the Cardmember must forthwith return the Card to the Bank cut in half or as otherwise directed by the Bank.

11.4 There will be no refund of any annual or other fees payable upon the termination of the Card Account for any reason.

11.5 The Cardmember's obligation under this Agreement will continue notwithstanding the termination of the use of the Card by any party for any reason.

## 12. EXCLUSION OF LIABILITY

12.1 (a) The Bank is not responsible for goods or services supplied by any merchant, establishment, the Participant or Participating Outlet or the quality or performance of any goods and services pursuant to or in relation to any Card Transaction.

(b) The liability of the Cardmember owing to the Bank is not affected by any dispute or counterclaim or right of set-off which the Cardmember may have against such merchant, establishment, the Participant or Participating Outlet.

12.2 The Bank is not liable in any way if any merchant, establishment, the Participant or Participating Outlet refuses to accept or honour the Card for any reason.

12.3 The Bank is not liable if it is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure of any machine, system of authorization, data processing or communication system or transmission link or any individual dispute, war, Acts of God or anything outside or beyond the control of the Bank, its servants or agents.

12.4 The Bank is not liable in any way for any injury to the credit, character and reputation of the Cardmember in and about any repossession of the Card or any request for its return.

12.5 The Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused.

12.6 The Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from any failure in the performance or function or breakdown or disruption of any of the Bank's computers (whether hardware or software), machinery, equipment, products and/or system (whether electronic, telecommunicative or otherwise) maintained by, used for, by the Bank or in connection with the Bank's business or otherwise whatsoever, including but not limited to the failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognize, store, process and/or transmit dates or data with respect to dates.

12.7 Without prejudice to the generality of the provisions of this Clause 12, the Bank is not liable in any way to the Cardmember or any other loss, damage, cost or expense of any nature arising out of or in connection with the use of the Card and/or this Agreement.

12.8 Without prejudice to the generality of the provisions of this Clause 12, the Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from:

- (a) any delay in the release of any amount placed on hold on the Cardmember's account;
- (b) any failure by the Bank to honour cheques drawn or follow payment instructions (including but not limited to other standing payment instructions) given by the Cardmember due to insufficient available balance in the Account which but for the amount placed on hold or delay in releasing the hold, would have a sufficient available balance to honour such cheques or follow such payment instructions;
- (c) any hold placed on the Account upon receipt for authorization of a Card Transaction or notice of a Card Transaction or a request for payment was presented to the Bank (including but not limited to a presentment by electronic means) notwithstanding that such requests or notices were unauthorized or forged or that the Card Transaction was not carried out or was rescinded.

12.9 A Cardmember shall not assign his rights under this Agreement.

## 13. VARIATION OF THIS AGREEMENT

13.1 The Bank may vary the terms of this Agreement at any time in such manner as the Bank may select at its sole and absolute discretion and such changes may be notified to the Cardmember by the Bank either in writing or by publication thereof or by any other means or manner as the Bank may select and such changes once notified will be binding on the Cardmember, effective from the date specified by the Bank.

13.2 If the Cardmember does not accept any such changes, the Cardmember may, within seven (7) days after the Bank has given such notice, terminate the use of the Card in accordance with Clauses 11.

13.3 If the Cardmember retains or uses the Card after the Bank has given notice of any changes in this Agreement, the Cardmember is deemed to have accepted and agreed to such changes without reservation.

## 14. CONSENT TO DISCLOSURE OF INFORMATION

14.1 The Cardmember agrees that the Bank is entitled, to its sole and absolute discretion, at any time and without notice or liability, to disclose to:

- (a) any Participant or merchant or establishment which accepts the Card; and
- (b) any member of the Card Company (if any and where applicable); and
- (c) any of the Bank's branches (wheresoever situate) its agents, servants, correspondents, independent contractors and/or associates; and
- (d) any bank or financial institution; and
- (e) any party involved in facilitating, effecting or processing the Card Transactions; and
- (f) any ministry, government body or authority having jurisdiction over the Bank; and
- (g) any other person the Bank considers it in its interest to make such disclosure, (and each of the foregoing persons similarly may disclose to the Bank and to each other) full particulars of the Account or any Card Transaction and any other information in relation to the Cardmember or the use of the Card where such disclosure is required by law or where the Bank deems appropriate, necessary or desirable in connection with its provision of services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with the Account and/or this Agreement or whenever the Bank considers it in its interest to make such disclosure.

14.2 The Cardmember agrees that the signing of the Application by the Cardmember shall constitute the written permission of that Cardmember for any of the above disclosure or for the purposes of any disclosure required by law.

## 15. PRIVILEGE SCHEME

15.1 Where a Card is issued to a Cardmember pursuant to a Privilege Scheme, this Clause 15, in addition and without prejudice to the other terms and conditions of this Agreement applies.

15.2 (a) Subject to this Clause 15 the Privilege Scheme will be made available to the Cardmember throughout the validity of the Card including any renewal thereof from time to time.

(b) Upon the expiration of the Card or earlier termination or cancellation thereof, the Privilege Scheme and all benefits and privileges conferred under the Privilege Scheme will no longer be available to the Cardmember.

15.3 The Cardmember may utilise the Card for the payment of goods and/or services for his personal consumption at any of the Participating Outlets and/or the Participant upon the following conditions:

- (a) by the Cardmember informing the Participating Outlets and/or the Participants of his intention to use the card for the payment of goods and/or services in advance, and in any event, not later than the time of the purchase or the placing of the order for the same, whichever is the earlier; and
- (b) by the Cardmember personally presenting the Card for the payment of such goods and/or services; and
- (c) by the Cardmember signing the payment vouchers, invoices or such other documents as may be requested or required by the Participating Outlet and/or the Participant in respect of the goods and/or services so purchased or ordered by the Cardmember; and
- (d) the Card being valid on its face and bearing the signature of the Cardmember; and
- (e) there being no mutilation, destruction, damage or report of loss or theft in respect of such Card; and
- (f) in the event of any reservation made by the Cardmember at any of the Participating Outlet and/or the Participant, by quoting the Cardmember's Card number and the Cardmember's name at the time of making such reservation.

15.4 The Participant, the Participating Outlet and/or the Bank reserve the right at any time and from time to time at their absolute discretion, without prior notice and without giving any reason:

- (a) to amend, modify, revise or vary the Privilege Scheme; and/or
- (b) to restrict or increase benefits and privileges conferred under the Privilege Scheme; and/or
- (c) to vary, amend, delete, add to or substitute any of the terms and conditions relating to the use of the Card in connection with the Privilege Scheme; and/or
- (d) to suspend, cancel or withdraw any and/or all benefits and privileges conferred by the use of the Card under the Privilege Scheme; and/or

(e) to restrict, suspend or terminate the participation of any Participating Outlet and/or the Participant under the Privilege Scheme.

15.5 The Cardmember hereby acknowledge that any Participating Outlet and/or the Participant may at any time and from time to time without prior notice restrict, exclude, modify or suspend the benefits and/or privileges accorded to Cardmembers under the Privilege Scheme at that Participating Outlet and/or the Participant.

## 16. FOREIGN CURRENCY CHARGES

16.1 Payment in Brunei dollars – All payments made to the Bank in accordance with this Agreement must be made in Brunei Dollars. In the event that payment is made in a currency other than in Brunei Dollars, the Bank shall be at liberty to convert such currency to Brunei Dollars at such time and rate of exchange as the Bank may in its sole and absolute discretion elect in accordance with the Bank's usual practice. The Cardmember shall bear all exchange risk losses, commission, fees and charges, which may thereby arise and shall indemnify the Bank against all such exchange risks, losses, commission, fees and charges.

16.2 Card Transactions denominated in foreign currency – Card Transactions, which are affected in currencies other than Brunei Dollars, will be debited to the Card Account after conversion into US Dollars (if effected in a currency other than US Dollars) and then converted into Brunei Dollars at the prevailing rates as determined by the Card Company on the Business Day prior to the day of conversion, which rates may differ from the rates in effect on the transaction date. A currency conversion factor mark-up will be assured by the Card Company at a rate to be determined by the Bank and charged to the Cardmember.

16.3 If a charge effected by the Cardmember is denominated in a currency other than Brunei Dollars, the Bank shall be at liberty to convert it to Brunei Dollars at such time and rate of exchange as the Bank may in the Bank's sole and absolute discretion elect in accordance with the Bank's usual practice, prior to the Bank debiting into the Account.

## 17. GENERAL

17.1 The Cardmember must indemnify and keep the Bank fully indemnified against all claim, demands action, proceedings losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) suffered, incurred or sustained by the Bank, directly or indirectly, by reason of or in connection with this Agreement, including without limitation;

- (a) any use or misuse of the Card; and/or
- (b) breach of any provision of this Agreement on the part of the Cardmember; and/or
- (c) the enforcement or protection of the Bank's rights and remedies against the Cardmember under this Agreement; and/or
- (d) any change in any law, regulation or official directive which have an effect on the Card, the Account and/or this Agreement.

17.2 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.

17.3 This Agreement covers the use of the Card issued by the Bank, which is additional to those governing the operation of the Account and any other agreements that the Cardmember has with the Bank. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.

17.4 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.

17.5 No forbearance or failure or delay by the Bank in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of the Bank; and no waiver by the Bank of any breach of this Agreement on the part of the Cardmember is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.

17.6 This Agreement is governed by Brunei law. The Cardmember hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Brunei.

17.7 The Bank's records (including computer and microfilm stored records) of all matters relating to the Cardmember, any Card Transaction, the Card and/or the Account is conclusive evidence of such matters and is binding against the Cardmember for all purposes, save for manifest error, subject to the Bank's right to rectify any error or omission therein and the Bank's right to adduce other evidence. The Cardmember hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by the Bank for any purpose whatsoever. The Bank may, in its absolute discretion, destroy any documents relating to any Card Transaction or the Account after microfilming or otherwise recording the same in such manner as the Bank may deem fit as well as to destroy such microfilm and records at any time.

17.8 The Cardmember hereby consents to the Bank's recording of the Cardmember's telephone calls made to the Bank and to use such recordings for any purpose as the Bank deems fit including without limitation the use of such recordings as evidence in any legal or other proceedings against or involving the Cardmember of any person.

## 18. ATM CARD TERMS & CONDITIONS

18.1 The following Terms & Conditions cover the use of ATM Card issued by the Bank (and any replacement or renewal thereof) in approved ATMs whether of the Bank or other banks or financial or non-financial institutions or the Card Company's ATM network or their affiliated network. The usage of the ATM Card by the Cardmember shall constitute the Cardmember's express agreement to being subject to these Terms & Conditions and the Cardmember's express acknowledgement that the Cardmember has read and understood these Terms & Conditions. The Terms & Conditions in this part shall apply to the extent that the Card is also used as an ATM Card. Reference to "ATM Card" in this part shall be deemed as a reference to the Card. Electronics Funds Transfer at Point of sale ("EFTPOS") Terminal and other card operated machines or devices and for other services or facilities made available by the Bank whether in Brunei or elsewhere and are additional to those covering the operation of the Account.

18.2 The Cardmember shall:

- (a) take all reasonable care and precaution to prevent loss or theft of the ATM Card.
- (b) notify the Bank immediately of the loss or theft of the ATM Card.
- (c) promptly return the ATM Card to the Bank if for whatever reason, the Bank asks for it because it is the Bank's property; and
- (d) always keep the PIN secret because the Cardmember is solely responsible for all transaction made with the ATM Card whether or not with or without the Cardmember's knowledge or authority.

18.3 The Cardmember shall not:

- (a) use or try to use the ATM Card unless there is enough money in the Account and if the Cardmember overdraws the Account, the Cardmember must repay the Bank on demand any overdrawn sum and interest on such sum.
- (b) use or try to use ATM Card after the Cardmember has close the Account or after the Bank has notified the Cardmember that the Bank has cancelled or withdrawn the use of the ATM card and if the Cardmember does, the Cardmember must repay the Bank on demand all sums so paid and interest on such sum; and
- (c) let anyone else use the ATM Card;
- (d) use the ATM Card such that the total amount withdrawn using the ATM Card in any single day exceeds the Card Limit;
- (e) use the ATM Card such that the total amount withdrawn for Third Party ATM Card Transactions using the ATM Card in any single day exceeds the Card Limit.

18.4 All cheques and cash allowed to be deposited using ATM Card are subject to final verification and cannot be drawn on until the proceeds have been collected and credited to the Account.

18.5 The Cardmember undertakes and agrees:

- (a) that when the ATM Card is used with or without the Cardmember's authority to withdraw or transfer money or to make payment or to perform any other transaction, the Cardmember authorise the Bank to debit the Account with the Bank with such withdrawals, transfer, payments and any charges that may be payable (including without limitation any moneys that the Cardmember may be liable for under paragraph 19.5(f) and any amounts not debited by the Bank as result of any error or omission) not withstanding that any such debiting may cause the Account to be overdrawn; if the Account is so overdrawn, the Cardmember must repay the Bank on demand any overdrawn sum together with interest;
- (b) to accept the transaction records of the Bank, financial or non-financial institution, trader or other party accepting the use of the ATM Card as conclusive and binding for all purposes unless there are obvious errors;
- (c) that if there is any claim or dispute arising from the use or purported use, loss or misuse, of the ATM Card the Bank may disclose to parties who are privy to the transactions or the appropriate authorities any information on the Account that the Bank considers necessary in investigating the claim or dispute;
- (d) that in respect of transactions effected or processed with or without the Cardmember's authority in or through the ATMs of other banks or financial or non-financial institutions of EFTPOS Terminal or other card operated machines or devices approved by the Bank, the Cardmember simultaneously authorise and consent to the Bank disclosing to the bank, financial institution or non-financial institution, trader or other party accepting the use of the ATM Card all information or any particulars of the Account including the balance thereof;
- (e) to indemnify and keep the Bank fully indemnified against all claims, demands, actions and proceedings which may be made against the Bank and all damages, liabilities, loss and expenses including legal costs on a full indemnity basis which the Bank may incur or suffer directly or indirectly as a result of the use of the ATM Card with or without the Cardmember's authority or the Cardmember's negligence, misconduct or breach of any term herein;

(f) to take all reasonable steps to help recover the use of the ATM Card, to provide the Bank with any information and/or documentation it may require from time to time relating to the use of the ATM Card and to cooperate with the Bank in any investigation or litigation arising from or in connection with the use of the ATM Card; and

(g) that the Bank may send the ATM Card and the PIN to the Cardmember by any means whatsoever and the Cardmember shall hold the Bank harmless from all liability in the event the ATM Card and/or the PIN fails to reach the Cardmember after despatch, or if the ATM Card is intercepted and retained by or the PIN is disclosed to any unauthorised person in transit.

18.6 The ATM Card is intended to provide convenient ways for the Cardmember to operate the Account only. The Cardmember will therefore not hold the Bank responsible for any defects in goods or unsatisfactory services paid for with the ATM Card.

18.7 The Bank reserves the right, at any time without notice and as it may think fit to:

- (a) impose charges and fees for the use of the ATM Card, and for the replacement of lost or stolen ATM Card; and
- (b) add to withdraw or change the type of transactions for which the ATM Card may be used.

18.8 The Bank may:- (i) vary the frequency and manner of use of the ATM Card, the withdrawal limits, operating hours and transaction types, facilities and services available at any point of time through use of the ATM Card; and (ii) limit, cancel or suspend the use of the ATM Card or any of its services and/or retain the ATM Card at any time (including without limitation, after receipt of any notice to do so from any person purporting to be a Cardmember or any representative thereof) without giving any reason and without incurring any liability. The Bank may, but shall not be obliged to, give notice of such cancellation or suspension to the Cardmember at the Cardmember's last known address, or any of the Bank's branches or in the press.

18.9 Notwithstanding any of these Terms & Conditions, the Bank shall have the discretion at the Cardmember's request to allow any ATM Card to be used or continue to be used in relation to any other account in addition to or in substitution for the Account originally designated by the Cardmember, and these Terms & Conditions herein shall apply to the use of the ATM Card in relation to any such other account.

## 19. COMMUNICATION AND SERVICE OF DOCUMENTS

19.1 Sending communication to Cardmember – The Bank may send any and all communications in respect of this Agreement, including without limitation marketing and promotional materials, to the Cardmember by any of the following means:

- (a) facsimile transmission to the facsimile number as provided to the Bank by the Cardmember upon the Cardmember's Application for the Card;
- (b) electronic mail addressed to the electronic mail address provided to the Bank by the Cardmember upon the Cardmember's application for the Card;
- (c) by leaving it at or by sending it by ordinary post to the address as provided to the Bank by the Cardmember or to the Cardmember's last known address in accordance with the Bank's records; or
- (d) any other means of electronic, internet-based and/or digital communications as may be provided for by the Bank at its sole and absolute discretion upon notice to the Cardmember from time to time.

The facsimile number, electronic mail address, residential/office address as mentioned above respectively shall be subject to any notice of change as may be provided by the Cardmember to the Bank in accordance with Clause 19.4.

19.2 When communication deemed to be received by the Cardmember – All communication is deemed to have been received by the Cardmember on the date of delivery if it is delivered by hand; or on the fifth (5th) day after the date of posting if it is sent by post (notwithstanding that it may be returned to the Bank undelivered) or on the date of transmission if sent by facsimile transmission, electronic mail and/or any other internet based and/or digital communications as may be provided for in accordance with Clause 19.1.

19.3 Communication to the Bank

- (a) Unless otherwise provided in this Agreement, all communication, requests and instructions from the Cardmember must be in writing and in accordance with the Bank's prescribed procedure prevailing at that time and may be personally delivered to the Bank or sent by registered post to the Bank.
- (b) Notwithstanding the aforesaid, the Bank is entitled in the Bank's sole and absolute discretion to rely and act on any communication, request or instructions which the Bank in its sole and absolute discretion believe to have been given, made or authorized by the Cardmember, whether or not given with the Cardmember's consent or authority and whether it is given or made orally (whether in person or over the telephone or by facsimile transmission or by electronic, internet-based and/or digital

communications or by any other means of communication) and any action on the Bank's part pursuant to such communication, requests or instructions will be binding on the Cardmember. The Bank shall not be liable to the Cardmember for any loss or damage incurred or suffered by the Cardmember as a result of such action. The Bank shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of the Cardmember.

(c) Unless otherwise provided in this Agreement, all communication, requests or instructions from the Cardmember take effect only one (1) business day or such further reasonable time as the Bank may require (whether or not notified to the Cardmember) after the actual receipt by the Bank's relevant officers in charge of the subject matter of such communication, requests or instructions.

19.4 Notify changes of particulars – the Cardmember must notify the Bank promptly if:-

- (a) the Cardmember intends to reside outside Brunei; and/or
- (b) there is any change or proposed change in the particulars which the Cardmember has given to the Bank (including but not limited to the Cardmember's mailing, residential and/or office address, the Cardmember's home or office telephone number, the Cardmember's employment and the Cardmember's electronic mail address), and the Cardmember must immediately provide the Bank with any or other information and documents as the Bank may require from time to time in the Bank's sole and absolute discretion.

19.5 All notices or other communications may be given in the Bank's branches or in the press (in Brunei's main daily English and Chinese newspaper) or via radio or television broadcast or any other media chosen by the Bank in its sole and absolute discretion, and the Cardmember shall be deemed to have received the same on the date of such publication or broadcast.

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