



BAIDURI
MASTERCARD
CASHCARD
MEMBER
AGREEMENT



DEFINITIONS

A. In this Agreement, unless the context otherwise requires:

“Agreement” means this agreement as may be varied from time to time by the Bank at the Bank’s sole discretion;

“Application” means the Bank’s prescribed application form for a Card to be issued upon these terms and conditions;

“ATM” means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to the Bank or other participating banks or financial institutions or to MasterCard cirrus ATM networks or their affiliated network;

“Available Balance” means the total monetary value of all currencies recorded by the Bank as being stored in a Cardmember’s Card Account and available for Card Transactions using the Card at any given time;

“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;

“Card” means Baiduri Bank MasterCard Cash Card issued by the Bank pursuant to this Agreement;

“Card Account” means the Card account set up by the Bank to record the monetary value loaded, the different currencies in which monetary value is held, and the Card Transactions;

“Cardmember” in relation to a Card, means the cardholder, at whose request and to whom a Card is issued by the Bank;

“Card Details” means the information printed on a Card including the Card number and Expiry Date;

“Card Transaction” means any transaction effected whether by using the Card, the Card Details and/or the PIN and/or otherwise, whether with or without the Card member’s knowledge or authority (including but not limited transactions for payment for any goods or services and/or benefits and payment for any charitable purpose, withdrawals in cash through the ATM);

“Daily Limit” means:-

- (i) In the case where the ATM being used belongs to the Bank, the maximum monetary amount prescribed and permitted by the Bank to be withdrawn in any single day though ATM Card Transactions made using the Card; or
- (ii) In the case where the ATM being used does NOT belong to the Bank, the maximum monetary amount prescribed and permitted by such relevant entity or institution to be withdrawn in any single day through ATM Card Transactions made using the Card;

“Expiry Date” means the expiry date shown on a Card;

“MasterCard” means MasterCard International Incorporated;

“Participant” means the person or entity that owns or operates a Participating Outlet;

“Participating Outlet” means a store, shop stall or showroom engaged in the marketing, supply, sale and/or provision of any goods and/or services of the Participant and that accepts the payment by use of the Card;

“PIN” means the personal identification number issued to a Cardmember;

“Statement” means a statement of account of Card Transactions that can be viewed via the Bank’s internet banking called I-Banking;

“Terms and Conditions” means these terms and conditions, as varied by the Bank from time to time at the Bank’s sole discretion;

“Top-Up” means the transfer and crediting of funds into your Card Account in Brunei Dollars so that those funds are part of the Available Balance available for making Card Transactions;

“Unauthorised Card Transaction” means a Card Transaction carried out without the Cardmember’s knowledge or consent.

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

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

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

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

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

1. THE CARD

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

1.2 The Card must be activated before it can be used. The Card is activated by returning the acknowledgement slip and copy of valid ID to the Bank or by contacting Call Centre with successful verification of identity. The Call Centre may be contacted by dialling 2249666 or such other number determined by the Bank.

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

1.4 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.

1.5 USE OF THE CARD
Each Card remains our property at all times. You may only use the Card within the validity dates shown on its face. On expiry of the Card, you must destroy it immediately.

Permitted uses. You can use your Card at any Merchant directly or at any ATM displaying the MasterCard Cards logo. You may use your Account number at any Merchant by mail, telephone order, facsimile or through the internet to pay for goods or services.

- Prohibited uses. You must not:
- give the Card or your Account number to others or allow them to use it for Charges, identification or any other purpose;
 - use the Card to purchase anything for the purpose of resale;
 - return any goods; tickets or services obtained with the Card for a cash refund (except to a Merchant for credit to your Account, if that Merchant agrees or is obliged to do so);
 - use the Card to obtain cash from a Merchant for a transaction recorded as a purchase;
 - obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Card;
 - use the Card if a petition for your bankruptcy is issued (unless the petition is no longer in force), or if you do not honestly expect to be able to make the maximum required repayment in full on receipt of your monthly statement;
 - use the Card if it is found after having been reported as lost or stolen;
 - use the Card if it has been suspended or cancelled; or
 - 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.

1.6 The Card remains the property of the Bank at all times. At the Bank’s request which may be made at any time (at the Bank’s absolute discretion), the Cardmember must immediately return the Card cut in half to the Bank.

2. LOADING VALUE ONTO THE ACCOUNT

2.1 Once a Card is activated, a Cardmember can Top-Up funds to the Card Account at any time. Cardmember can Top-Up the Card at any Cash Deposit Machine (CDM) located at any of the Bank’s branches or offsite locations, and at Baiduri Bank main branch. If Cardmember is a a Baiduri Bank or Baiduri Finance account holder, Cardmember may also Top-Up the Card Account at any Baiduri Bank ATM or through or Baiduri Internet Banking (PIB) services. Cardmember will need to register for PIB for this to be effective.

2.2 A minimum Available Balance of BND10.00 must be maintained in the Card Account at all times. Cardmember will not be able to use the Card if a withdrawal will result in the Available Balance being reduced to less than the minimum balance of BND10.00.

2.3 Customers can do daily Top-Up of up to BND5,000.00. Top-Up of BND1,000.00 and above must be done over the counter at Baiduri Bank branches.

2.4 Your Available Balance in your Card Account cannot exceed BND10,000.00 at any time.

3. FEES AND CHARGES

3.1 Charges

The Cardmember must pay:

(a) **Registration Fee**
A Fee of BND36.00, payable upfront prior to the issuance of the Card (Card is valid for 36 months. This translates to a fee of BND1.00 per month).

(b) **Personalisation Fee**
You can request to personalise your Card by having your name on the Card during the registration by filling in the MasterCard Cash Card Request Form. There is a charge of BND15.00.

(c) **Overseas ATM Withdrawal**
Card Transactions which are effected in currencies other than Brunei Dollars will be debited to the Card Account and converted to Brunei Dollars at the prevailing exchange rate as determined by MasterCard International on the business day prior to the day of the conversion. This rate may differ from the rate in effect on the Card Transaction date. In addition, there is also a charge of BND3.00 for any overseas ATM cash withdrawals. The withdrawals made per day from the overseas ATM shall not exceed the Daily Limit.

(d) **Dormant/ Activation Fee**
The Card Account will turn dormant after 12 months without any debit/ credit activity on the Card Account. The Card Account can be reactivated by paying a one-off activation fee of BND10.00 plus a monthly dormant fee of BND10.00 for every month the Card Account has been dormant.

3.2 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.

3.3 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.

3.4 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. All waivers must be in writing from the Bank. Only waivers given by the Bank in writing will be binding on the Bank.

4 BANK’S DISCRETION

4.1 The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason, to refuse to approve any proposed Card Transaction notwithstanding that the Available Balance would not be reduced below the minimum of BND10.00, if the amount of such Card Transaction was charged against the Card.

4.2 The Bank is entitled, at any time in its absolute discretion without prior notice and without giving any reason and without any liability, to:
(a) suspend the Cardmember’s right to use the Card entirely or in respect of specific facilities or for specific period ; and/or
(b) refuse to re-issue, renew or replace a lost or damaged Card, without, in any case, affecting the obligations of the Cardmember under this Agreement which will continue in force.

There will be no refund of any annual fees or other fees paid if the right to use the Card is so suspended by the Bank or if the Card is not so re-issued, renewed or replaced.

4.3 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.

5 PIN AND USE AT ATMS

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

the Cardmember must not disclose the PIN and must take all care to prevent the PIN from being known, to any other person;

the Cardmember is liable for all Card Transactions effected by the use of the Card at an ATM with or without the Card member’s knowledge or authority;

where the Card or the PIN issued to the Cardmember is used to effect Card Transactions or to obtain facilities, benefits, benefits or services which could also be effected or obtained by the use of the Card at any local ATM and any other local card operated machine or device, 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;

the Bank is entitled, in its absolute discretion, to change, de-activate or revoke the use of the PIN at any time without any liability and without giving any reason whatsoever and without prior notice to the Cardmember; and

The withdrawals made per day from an ATM shall not exceed the Daily Limit.

6 LOSS OR THEFT OF CARD/DISCLOSURE OF PIN

6.1 The Cardmember must safeguard the Card and must take all care to ensure the PIN is not disclosed to any person.

6.2 If the Card is lost, misplaced, stolen or the PIN is disclosed, the Cardmember must:

- (a) immediately within 24 hours of such loss, theft or disclosure notify and give written notice thereof to the Bank ; and
- (b) assist in the recovery thereof; and
- (c) immediately within 24 hours of such loss, theft or disclosure, make a report to the police of the country where such loss, theft or disclosure occurred; and
- (d) immediately within 24 hours of such loss, theft or disclosure, furnish to the Bank at its request, a statutory declaration in such form and substance as the Bank may request and any other information as the Bank may require.

6.3 The Cardmember is liable for all Card Transactions including (without limitation) those Unauthorised Card Transactions made from the unauthorised use of the Card, Card Details, the PIN or otherwise and whether with or without the negligence or fault of the Cardmember Provided Always 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 6.1 and 6.2, the Bank may, in its sole and absolute discretion, agree (but shall not be under obligation to do so) that the Cardmember’s liability for those Unauthorised Card Transactions effected after the Bank’s actual receipt of the Card member’s written notification of such loss, theft or non-receipt or disclosure, will be limited to BND100.00 in respect of each Card.

6.4 (a) If the lost or stolen Card us recovered, the Cardmember must immediately return the Card to the Bank cut in half without using it; and
(b) The Cardmember must not use the PIN after reporting to the Bank that the PIN has been disclosed.

6.5 The Bank, may, in its absolute discretion, reissue the PIN upon such terms and conditions as the Bank may deem fit and the Bank reserves the right to charge a handling fee.

6.6 In the case of a lost or stolen Card, the Bank may, in its sole and absolute discretion (but shall not be under obligation to do so), at the request of the Cardmember and upon payment by the Cardmember of a fee for the new Card, issue a new Card and transfer the remaining Available Balance of the lost or stolen Card (after deducting the value of all the Unauthorised Card Transactions) to the new Card.

7 TERMINATION

7.1 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, whereupon the use of the Card will be terminated.

7.2 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, whether or not the Cardmember is in default or in breach of this Agreement. Without prejudice to the generality of the foregoing, the Bank may terminate the use of the Card upon the occurrence 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.

7.3 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.

7.4 There will be no refund of any annual or other fees paid upon the termination of the Card for any reason.

7.5 The Cardmember’s obligations under this Agreement will continue notwithstanding the termination of the use of the Card by any party for any reason.

8 EXCLUSION OF LIABILITY

8.1 (a) The Bank is not responsible for goods or services supplied by any merchant, establishment, the Participant or Participating Outlet or the quality of 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.

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

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

8.4 The Bank is not liable in any way for any injury to the credit, character and reputation of the Cardmember in relation to the inability to use of the Card, any termination or suspension of the Card or any request for its return.

8.5 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 or inability to retrieve any data information that may be stored in any microchip or circuit however caused.

8.6 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 systems (whether electronic, telecommunication 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 or more of them to accept, recognise, store, process and/or transmit dates or data with respect to dates.

8.7 Without prejudice to the generality of the provisions of this Clause 8, the Bank is not liable in any way to the Cardmember for 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.

8.8 A Cardmember may not assign his rights under this Agreement.

9. VARIATION OF THIS AGREEMENT

9.1 The Bank may vary the terms of this Agreement at any time in such manner as the Bank may select and such change may be notified to the Cardmember by the Bank in either 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.

9.2 If the Cardmember does not accept any such changes, the Cardmember may, within 7 days after the Bank has given such notice, terminate the use of the Card in accordance with Clause 7.

9.3 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.

10 CONSENT TO DISCLOSURE OF INFORMATION

10.1 The Cardmember agrees that the Bank is entitled, in its absolute discretion, at any time and without or liability, to disclose to (without limitation):

- (a) any Participant or Participating Outlet or merchant or establishment which accepts the Card; and
- (b) any member of MasterCard International; 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, governmental 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 Card 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 the directives or request of any ministry, governmental body or authority having jurisdiction over the Bank or where the Bank deems it appropriate, necessary or desirable in connection with its provision of any of its services or for the enforcement of any rights and/or performance of any obligation in respect of or in connection with the Card Account and/or this Agreement or whenever the Bank considers it in its interest to make such disclosure.

10.2 The Cardmember agrees that the signing of the Application for the Card by the Cardmember shall constitute the written permission of that Cardmember of any such disclosure for the purpose of any above mentioned disclosures.

11 GENERAL

11.1 The Bank shall be entitled (but not obliged), at its sole and absolute discretion, to rely and act on any communication, request or instructions which the Bank in its sole opinion believes emanate from the Cardmember (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or the Cardmember’s consent or authority), and any action taken by the Bank pursuant thereto shall bind the Cardmember and 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.

11.2 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 and this Agreement.

11.3 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.

11.4 This Agreement covers the use of the Card issued by the Bank, which is additional to those governing the operation of the Card 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.

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

11.6 No forbearance of 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; no waiver by the Bank shall be binding on the Bank unless it’s in writing; 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.

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

11.8 The Bank’s records (including, computer and microfilm stored records) of all matters relating to the Cardmember, any Card Transaction, the Cardmember’s Card and/or the Card 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 Card 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.

11.9 The Cardmember hereby consents to the Bank’s recording of the Cardmember ’s telephone calls made to the Bank and to use the use of such resources 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.