

## BAIDURI SMART BANKING SERVICES AND PRIVILEGES TERMS AND CONDITIONS

### Section 1 – Membership

1.1 Baiduri Smart is a customer privileges programme offered by Baiduri Bank Sendirian Berhad (“the Bank”) and made available to eligible customers of the Bank and Baiduri Finance Berhad (“Baiduri Finance”).

1.2 By applying for and using Baiduri Smart, you agree to be bound by these Terms and Conditions (as may be amended or supplemented from time to time in accordance with Clause 2.3), and any other applicable terms governing products or services offered by the Bank.

1.3 To qualify as a Baiduri Smart member and maintain your membership, you must fulfil all of the following criteria at all times (“Membership Criteria”):

- (i) maintain an active savings or current account with the Bank or Baiduri Finance;
- (ii) keep all accounts in good standing and not be in breach of any banking or financing agreement;
- (iii) complete all required account opening or onboarding documentation; and
- (iv) meet the eligibility criteria, as published on the Bank’s website at [www.baiduri.com](http://www.baiduri.com) from time to time.

1.4 If you no longer meet the Membership Criteria, the Bank may, following a review, suspend or terminate your Baiduri Smart membership and will notify you accordingly.

1.5 If you no longer wish to maintain your Baiduri Smart membership, you may notify the Bank in writing. Your underlying account with the Bank or Baiduri Finance, as applicable, will continue under its standard terms.

1.6 The Bank reserves the right, at its discretion, to decline any application for Baiduri Smart membership without providing a reason.

1.7 The Bank may cancel or terminate your Baiduri Smart membership by giving notice in accordance with Clause 2.3, without being required to provide any reason.

1.8 The Bank may suspend or terminate your Baiduri Smart membership, with or without notice, if the Bank reasonably believes that you have misused, abused or attempted to misuse or abuse any Baiduri Smart privileges or benefits.

## **Section 2 – Products, Services, and Privileges**

2.1 Under Baiduri Smart, the Bank may introduce products, services and privileges designed to meet your financial needs. Eligibility for each product or service is subject to applicable criteria and governed by the respective product or service terms. If there is any inconsistency between these Terms and Conditions and the terms governing a specific product or service, the terms of that product or service shall prevail to the extent of the inconsistency. A current list of Baiduri Smart privileges is available on the Bank's website.

2.2 The Bank may, at its discretion, decline your eligibility or participation in any Baiduri Smart privilege, benefit or enhanced service, subject to applicable eligibility criteria and internal policies.

2.3 The Bank may at any time vary, withdraw, add, amend, revise or suspend any Baiduri Smart privilege, benefit or enhanced service, whether in whole or in part. Such changes may be communicated through:

- (a) the Bank's website;
- (b) periodic statements;
- (c) notices displayed at the Bank's branches;
- (d) press notices;
- (e) any communication sent to your last-provided contact details; or
- (f) such other mode of notification as the Bank deems appropriate.

Any such notice shall take effect upon posting or publication in accordance with this clause.

2.4 Information on the current Baiduri Smart privileges and these Terms and Conditions is available on the Bank's website. If any variation, withdrawal, addition, amendment, revision or suspension of the Baiduri Smart privileges or these Terms and Conditions is not acceptable to you, you may notify the Bank in writing to discontinue your Baiduri Smart membership. Continued use of any Baiduri Smart privileges after such notification period constitutes acceptance of such changes.

2.5 Your Baiduri Smart membership and any associated privileges, benefits or entitlements are personal to you and cannot be assigned, transferred, pledged, shared or made available to any other person, whether directly or indirectly.

2.6 Baiduri Smart privileges, benefits or entitlements have no cash value and may not be exchanged for cash, credit, discounts or any other form of compensation unless expressly stated by the Bank.

2.7 Membership in Baiduri Smart does not constitute an offer or guarantee of approval for any banking product or service. All applications for banking products or services remain subject to the Bank's prevailing credit, risk and eligibility assessments.

### **Section 3 – Review**

3.1 The Bank may, at any time, vary, add, amend or cancel these Terms and Conditions. Any such changes will be notified in accordance with Clause 2.3 and will take effect as stated in that clause.

3.2 The Bank may, in accordance with Clause 2.3, vary the features or conditions of any Baiduri Smart privilege, benefit or enhanced service, including modifying eligibility conditions or criteria.

### **Section 4 – Notices and Communications**

4.1 You must provide the Bank with your current mailing address, email address and contact number.

4.2 Notices and communications will be sent to your last-provided contact details. You must promptly update the Bank in writing if these details change.

4.3 If you fail to update your contact information, you bear the risk of not receiving notices or communications relating to your Baiduri Smart membership, provided that the Bank has sent such notices or communications to your last-provided contact details in accordance with these Terms and Conditions.

### **Section 5 – Personal Data**

5.1 The Bank treats personal data as confidential and processes it in accordance with applicable data protection laws in Brunei Darussalam.

5.2 By participating in Baiduri Smart, you consent to the Bank collecting, using, disclosing and processing your personal data for purposes related to the administration of your Baiduri Smart membership, including:

- (a) assessing and verifying your eligibility for Baiduri Smart;
- (b) providing, managing and reviewing Baiduri Smart privileges, benefits and related services;
- (c) communicating notices, updates or changes relating to Baiduri Smart; and
- (d) any other purposes notified to you by the Bank from time to time in accordance with applicable law.

The Bank's applicable privacy notice, as made available on the Bank's website or upon request, forms part of these Terms and Conditions.

## **Section 6 – General**

### **6.1 Waiver**

No failure or delay by the Bank in exercising any right under these Terms and Conditions shall operate as a waiver of that right.

### **6.2 Assignment / Transfer**

These Terms and Conditions bind you and the Bank and their respective successors and assigns, including in the event of any change in the Bank's name, constitution, consolidation or amalgamation.

You may not assign, transfer or otherwise dispose of your Baiduri Smart membership or any rights or obligations arising under these Terms and Conditions without the Bank's written approval.

### **6.3 Severability**

If any provision of these Terms and Conditions is invalid or unenforceable under the laws of Brunei Darussalam, the remaining provisions shall remain valid and enforceable.

### **6.4 Illegality**

The Bank may discontinue any Baiduri Smart privilege, benefit or feature if it becomes illegal or prohibited to continue such privilege or to perform any obligation under these Terms and Conditions due to a change in law, regulation or judicial decision. Where

practicable, the Bank will provide notice of such discontinuation. This shall not affect any amounts lawfully owing to the Bank under separate banking agreements.

#### **6.5 Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of Brunei Darussalam, and you agree to submit to the exclusive jurisdiction of the Courts of Brunei Darussalam.