

## **Baiduri Bank Sendirian Berhad iTouch Authentication Service - Terms and Conditions**

*(Using Fingerprint scanning and Face ID)*

1. These terms and conditions ("**Terms**") apply to and regulate the use of the iTouch authentication service ("**iTouch service**") provided by Baiduri Bank Sendirian Berhad ("**the Bank**"). The iTouch is a user identity verification process that involves a biological input or scanning or analysis of some part of the body which includes, but is not limited to, Fingerprint and Face ID.
2. The iTouch service is provided as part of the Bank's service, and shall be read in conjunction with and as a supplement to the **Bank's b.Digital Business Banking terms and conditions, the Bank's b.Digital Personal Banking terms and conditions (as applicable), terms and conditions governing accounts, b.Digital Mobile Banking Application terms and conditions, the Bank's Disclaimer and Privacy Policy** (as each may be varied, modified and supplemented from time to time) and any other applicable terms and conditions that the Bank deem apply and informs you.
3. In the event of any conflict or inconsistency, these Terms shall prevail over all other terms and conditions to the extent of such conflict or inconsistency.
4. You must accept and agree to these Terms before you are able to use the iTouch service. By accepting and agreeing to these Terms, you acknowledge and agree that you have successfully registered/activated the iTouch service and your iTouch authentication can be used to access the Bank's b.Digital Mobile Banking Application services for transactions such as login, account inquiry and serves as an instruction for any other transactions as may be determined by the Bank at its absolute discretion from time to time using the Fingerprints or Face ID registered with your mobile device .
5. The iTouch service is a mobile banking application, available only to customers using a mobile device with Fingerprint and Face ID recognition feature.
6. To use the iTouch service, you will need to: -
  - be a customer of the Bank and a valid user of the Baiduri b.Digital Service;
  - have installed the Bank's b.Digital Mobile Banking Application on your mobile device;
  - activate the Fingerprint and/or Face ID recognition functions on your mobile device and have at least one Fingerprint and/or Face ID registered on your mobile device;
  - ensure that only your Fingerprints and/or Face ID is stored on your mobile device to access the device and you understand that upon the successful registration of your mobile device, any Fingerprint or Face ID that is stored on your mobile device can be used to access the Bank's b.Digital Mobile Banking including access to your accounts; and comply with these Terms.

7. You understand the need to protect and secure your mobile device at all times. Once your mobile device is successfully registered with the iTouch service, your Bank's b.Digital Mobile Banking Application services can be accessed with the Fingerprints or your Face registered in your mobile phone. You may however still choose to access the Bank's b.Digital Mobile Banking Application using your online/mobile banking username and password.
8. In registering for the Fingerprint and Face ID, you expressly consent and deemed to have consented for your Fingerprint and Face ID to be applied across all of your banking access by enabling it within the Bank's b.Digital Mobile Banking Application on your device. Each time the Bank's b.Digital Mobile Banking Application detects the use of a Fingerprint or Face ID registered on a mobile phone device on which you have registered for the Bank iTouch service to access our Banking Application services or authorize transactions, you are deemed to have accessed the mobile banking services and/or instructed us to perform such transactions as the case may be.
9. You are advised NOT to register any third party(ies)'s fingerprints or any third party(s) face ID in your mobile, as by such registration, the third party(s) may be able to access your Bank's Applications, to which the Bank shall not be held responsible whatsoever for such third party(ies) access or any losses or damages incurred by you as a result of such access.
10. You acknowledge and agree that, for the purposes of the iTouch service, the b.Digital Mobile Banking Application will be accessing the fingerprints or face registered in your mobile device, and you hereby consent to the Bank accessing and using such information of the provision of the iTouch service.
11. The Bank expressly and impliedly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the iTouch service or in relation to the processing of or any other matter relating to any iTouch service request ("**the Request**"). Without prejudice to the foregoing, the acceptance by the Bank of your submission of a Request does not amount to a representation or warranty by the Bank that: -
  - the iTouch service will meet your requirements;
  - the iTouch service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time;
  - your use of the iTouch service or the Bank's processing of any Request will be uninterrupted, timely, secure or free of any virus or error.
12. You acknowledge and agree that, to the extent permitted under applicable law, the Bank shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:
  - the provision by the Bank of or your use of the iTouch service or the b.Digital Mobile Banking Application;

- the processing of any Request;
  - any unauthorized access and/or use of your mobile device;
  - the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data:
    - i. relating to you;
    - ii. transmitted through your use of the iTouch service or the b.Digital Mobile Banking Application and/or
    - iii. obtained through your use of the iTouch service or the b.Digital Mobile Banking Application.
  - any event the occurrence of which the Bank is not able to control or avoid by the use of reasonable diligence and/or the suspension, termination or discontinuance of the iTouch service.
13. The Bank shall not be liable and you agree to indemnify and hold harmless the Bank and keep the Bank indemnified and held harmless against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the iTouch service, whether or not arising from or in connection with and including but not limited to the following: -
- any improper or unauthorized use of the iTouch service or the b.Digital Mobile Banking Application by you;
  - any act or omission by any relevant mobile or internet service provider;
  - any delay or failure in transmission, dispatch or communication facilities;
  - any access (or inability or delay in accessing) and/or use of the iTouch service or the b.Digital Mobile Banking Application; or
  - any breach by you of any term and/or warranty under or provisions of these Terms.
14. No failure or delay by the Bank in exercising or enforcing any right or option under these Terms shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against you or render the Bank responsible for any loss or damage arising therefrom.
15. If any one or more of the provisions in these Terms are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired.
16. The Bank reserves the right, without prior notice to you, to add, modify, delete or vary any of these Terms, the services provided and/or fees to be imposed ("**Variations**") at any time and from time to time hereafter, and you shall be bound by all changes made.
17. You agree to view these Terms regularly and your continued access or use of the Biometric service after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the Variations of these Terms.
18. These Terms shall be governed and construed in all respects in accordance with the laws of Brunei Darussalam in effect for the time being and the Customer hereby submits to the non-exclusive jurisdiction of the Court of Brunei Darussalam.