

## Baiduri b.Digital Business Terms and Conditions

### A. GENERAL

1. Baiduri Bank Berhad (“**the Bank**”) may at its sole and absolute discretion make available to the customer (“**the Customer**”) the use of the online Baiduri b.Digital Business Service (“**the b.Digital Business Service**”).
2. The **Customer** may apply to the **Bank** for the use of the **b.Digital Business Service**, but the **Bank** reserves the right at its sole discretion to reject or accept such applications and the **Bank** is not obliged to respond to any request for information from unsuccessful applicants or to assign any reason for such rejection.
3. Upon the acceptance of the **Customer's** application, the **Bank** will link the **Customer's** own account(s) as specified in the **Customer's** application form and approved by the **Bank** to the **b.Digital Business Service**.

### B. FEES, INTEREST AND OTHER AMOUNTS

1. The **Bank** may charge such fees interest rates or other charges as determined by the **Bank** for the provision of any service, facilities, software or equipment in connection with the **b.Digital Business Service**. The fees and charges may be revised from time to time and shall take effect following reasonable prior notification to the Customer. The **Customer** shall pay to the **Bank** all fees, interest or charges and other amounts due to or incurred by the **Bank** in respect of **Transaction** (as defined below) free from deductions and exclusive of any tax from time to time in force, which will be the responsibility of the **Customer**. The **Customer** hereby authorises the **Bank** to debit any of the **Customer's** accounts with any of the aforesaid fees, interest or charges.

### C. TERMINATION

1. Either party may terminate the **b.Digital Business Service** by giving a written notice to the other and upon giving of such notice, the **b.Digital Business Service** shall be terminated immediately. A written notice given pursuant to this Clause shall be deemed given on the day of dispatch (if sent by hand), within three (3) days of posting, if sent by pre-paid registered post, or on date of receipt on a business day, if sent by electronic email via the **b.Digital Business Service** web portal.
2. Upon such termination, the **Customer** shall return to the **Bank** all related user guide and other bank information supplied by the **Bank** to the **Customer**, within 5 business days of the termination of the **b.Digital Business Service**. The **Bank** may (as appropriate) take immediate possession of all relevant bank information supplied by the **Bank** and all copies thereof, provided that the **Bank** has first requested its return and has given 5 business days' written notice of its intention to take such possession. “Business day” means a day other than Saturday, Sunday and public holidays.
3. In the event any of the account(s) of the **Customer** which is linked to the **b.Digital Business Service** is terminated/closed for any reason whatsoever, the **b.Digital Business Service** in relation to that account(s) shall be terminated concurrently, without any further notice to the **Customer**.

- All provisions of these terms and conditions, which by their nature should survive, such as warranty, disclaimers, limitations of liability, confidentiality, and governing law will survive termination of this **b.Digital Business Service**.

## D. TRANSACTIONS

- Transactions** on the **Customer's** accounts made through the **b.Digital Business Service** are subject to the Maximum Daily Transaction Limit ("MDTL") set by the **Bank**. The limits for the **MDTL** may be varied and determined by the **Bank** subject to such conditions as may be specified by the **Bank** from time to time at its absolute discretion. The Maximum Daily Transaction Limit ("MDTL") are apportioned to such service as follows: -

Service	Maximum Daily Transaction Limit (MDTL)
Fund Transfer within Baiduri Bank Group, other local banks in Brunei and abroad via Telegraphic Transfer	BND1,000,000.00
Bill Payment, MCC Top-Up and Prepaid Top-Up	BND100,000.00
Standing Instruction	BND100,000.00

- The **Customer** may use the **b.Digital Business Service** to access and utilise such facilities and services or to give, make or effect instructions, payments, remittances, funds transfers, requests or applications for services, products and facilities and such other transactions and services as may be permitted or made available by the **Bank** under the **b.Digital Business Service or related applications** from time to time at the **Bank's** sole discretion and subject to any additional terms and conditions with respect to such related applications (collectively "**the Transactions**" and singularly "**the Transaction**"; and the expression "Transactions" may refer to any one or more Transaction).
- The **Bank** is not obliged nor liable to make such payments or transfers in respect of or in connection with any **Transactions** performed or effected by the **Customer** if the **Customer** has not maintained sufficient funds in the **Customer's** account(s) specified by the **Customer** at the time the **Transaction** is performed or effected. The **Customer** should ensure that there are sufficient funds in the specified **Customer's** account(s) with the **Bank**, before completing or effecting such **Transactions**. Where there are insufficient funds in the **Customer's** account(s), the **Bank** may, at the **Bank's** sole and absolute discretion (but without any obligation to do so), permit the **Transaction** to be effected by allowing the **Transaction** to be debited from the **Customer's** account(s) and the **Customer** shall pay all interest and charges arising therefrom.
- In respect of any **Transaction**, the **Bank** is not under any obligation whatsoever to the **Customer** to verify or check the accuracy or correctness of the account numbers or the identity of the account holders of any account with any other bank or organizations (whether belonging to the **Customer** or otherwise). Where **Transactions** including payments and funds transfers are made to other banks and/or organizations, the **Bank** shall not be responsible for any loss, claim and/or damage caused to or suffered by the **Customer** or any other third party arising from non-acceptance or rejection by the receiving banks or organizations or any failure, delay or error by the receiving banks or billing organizations in crediting the account of the payee or beneficiary as specified by the **Customer**.

5. The **Bank** reserves the right at any time and from time to time to, without giving prior notice, (i) set, vary or cancel monetary limits as specified in clause D1 above; and/or (ii) amend, change and vary the terms and conditions for any **Transaction** that may be carried out through the use of the **b.Digital Business Service**.
6. Any **Transaction** instructed by the **Customer** to be made, performed, processed or effected by, with or through the use of the **b.Digital Business Service** prior to the relevant cut-off time as designated by the **Bank** from time to time at its sole discretion on any given day will in most cases be effected, entered, shown or recorded in the **Bank** on the same day. **Transactions** may take longer to be processed and effected if they are instructed after the cut-off time or instructed on a Saturday, Sunday, public holiday or a non-banking day or if the other receiving banks or billing organizations do not process the **Transactions** as soon as they receive the details of such **Transactions**.
7. The **Bank** reserves the right to decline, refuse or to delay the performance of any **Transaction** requested by the **Customer** through the **b.Digital Business Service** for any reason whatsoever (including but not limited to where there is a suspected breach of security, or if a requested **Transaction** exceeds the **Customer's** Maximum Daily Transaction Limit and the **Bank** is not liable to the **Customer** for such refusal or delay.
8. Where in order to implement a **Transaction** or **Transactions**, the **Bank** is required to convert one currency to another currency, the conversion shall be effected by the **Bank** based on the applicable rate of exchange as quoted or available to the **Bank** at the date the conversion is effected. The **Bank** shall not be liable for any exchange rates losses suffered or incurred by the **Customer** as a result of such conversion.
9. Where the **Customer** applies for and is permitted, through the **Customer's** **Authorised Person(s)**, to view accounts of other related companies, subsidiaries, firms or businesses of the **Customer** (collectively "**the Related Companies**") pursuant to the **b.Digital Business Service**, the **Customer** hereby agrees to indemnify and keep the **Bank** indemnified on a full indemnity basis against all claims, actions, losses, liabilities, damages, costs and expenses made against or suffered or incurred by the **Bank** as a result of or in connection with such access being given to the **Customer** (including but not limited to any claims made against the **Bank** by the Related Companies based on breach of the **Bank's** duty of confidentiality).
10. If the **Customer** is permitted by the **Bank** to use the **b.Digital Business Service** for **Transactions** regarding the **Customer's** accounts with Baiduri Finance Berhad ("**BFB Accounts**"), then such use is subject to the following terms:- (i) the **Customer** expressly agrees and consents to the disclosure of the details of the **BFB Accounts** to the **Bank** and to the **Bank** executing the **Transactions** for the **BFB Accounts**; (ii) the **Bank**, by allowing the use of the **b.Digital Business Service** for **Transactions** affecting or involving **BFB Accounts** and in executing the **Transactions**, is merely acting as an agent for the **Customer** upon the terms contained herein; (iii) the **Customer** hereby agrees to indemnify and keep the **Bank** indemnified on a full indemnity basis against all claims, actions, losses, liabilities, damages, costs and expenses made against or suffered or incurred by the **Bank** as a result of or in connection with the use of the **b.Digital Business Service** for **Transactions** affecting or involving **BFB Accounts** (including but not limited to any claims made against the **Bank** by Baiduri Finance Berhad).

11. The **Customer** agrees with the **Bank** that the **Customer** shall not refuse to be bound by, challenge, question or dispute the authenticity, validity or legality, of any request, application, **Communication** or **Transaction** made or effected or purported to be made or effected by the **Customer** or the **Authorised Person(s)** using the **b.Digital Business Service** on grounds that such request, application, **Communication** or **Transaction** does not have the handwritten signature of the **Customer** or the **Authorised Person(s)**.

## E. SECURITY AND CONFIDENTIALITY

1. The **Bank** may rely on the authority of each person designated (in an authorisation letter or Director's Resolution acceptable to the **Bank**) ("**Authorised Person(s)**") by the **Customer** to effect **Transactions** or send requests and instructions etc. ("the **Communication**") on the **Customer's** behalf and to do any other act until the **Bank** has received written notice or other notice acceptable to the **Bank** to the contrary or of any change in the **Authorised Person(s)** and the **Bank** has had reasonable time to act on such change (after which time it may rely on the change).
2. The **Bank** shall be entitled to act on every **Communication** transmitted to the **Bank** via the **b.Digital Business Service** or related applications and the **Bank** shall not be obliged to verify the content of such **Communication**, to establish the identity of the person giving it or to await any written confirmation from the **Customer** following the transmission of the **Communication**. The **Bank** shall be entitled to assume that the person giving any **Communication** is the **Authorised Person(s)** as long as the correct User ID, Password, and Token Secure code are used. All **Communications** to the **Bank** effected through the **b.Digital Business Service** are irrevocable and binding on the **Customer** and the **Bank** shall not be liable whatsoever to the **Customer** for acting on and executing the **Communication** transmitted to the **Bank**.
3. The **Bank** is not obliged to act on a **Communication** which is not transmitted in accordance with established procedures. The **Bank** may act on an incomplete **Communication** where, in the **Bank's** reasonable opinion, it contains sufficient information. The **Bank** has no duty to check for and shall not be liable for, errors or omissions made by the **Customer** or the duplication of any **Communication** by the **Customer**.
4. The **Bank** may (but is not obliged to) refuse to execute any **Communication** where the **Bank** reasonably doubts its contents, authorization, authenticity, origination or its compliance with the procedures.
5. If the **Customer** informs the **Bank** that it wishes to recall, cancel or vary a **Communication** after it has been received by the **Bank**, the **Bank** may (but is not obliged to) use its reasonable efforts to assist the **Customer** to do so, and shall not be liable for any loss, cost or expense suffered by the **Customer** if the **Bank** does not or is unable to vary, cancel or recall that **Communication**. The **Customer** hereby agrees to indemnify the **Bank** on a full indemnity basis against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the **Customer** to recall, cancel or varying a **Communication**.

6. The **Customer** is advised not to give instructions or directions to the **Bank** to perform a **Transaction** or otherwise or in respect of any matter concerning the **Customer's** accounts via e-mail. The **Bank** is under no obligation whatsoever to the **Customer** to act on any instructions or directions received via e-mail or to reply to any e-mail inquiries (whether digitally signed or not) from the **Customer**.
7. Once the **Customer's** application to use the **b.Digital Business Service** has been approved by the **Bank**, the **Bank** will issue the **Customer** with the **b.Digital Business Service** User ID and Password, including those for the **Authorised Person(s)**. The **Customer** will be requested to download the b.Digital Business Mobile Application to their mobile device to access the Soft Token, or he will be issued a Physical Token by the **Bank**. The **Customer** or its **Authorised Person(s)** is allowed access to the **b.Digital Business Service** and to perform any available **Transaction** once the User ID, Password and the Token Secure Code are correctly keyed in by the **Customer** or the **Authorised Person(s)** and the **Customer** or the **Authorised Person(s)** has agreed with the terms and conditions stated therein.
8. The **Bank** may at anytime in its sole and absolute discretion terminate, suspend or vary any service provided under the **b.Digital Business Service** without assigning any reason and without prior notice to the **Customer** and shall not be liable or responsible for any liability, loss, costs or damage suffered by or caused by the **Customer** or arising out or concerned with or by reason of such termination, suspension, variation, or invalidation or replacement.
9. The User ID, Password and Physical Token are non-transferable and shall only be used by the **Customer** of the **b.Digital Business Service** and the **Customer's Authorised Person(s)** to whom the User ID, Password and Physical Token are issued at the request of the **Customer**.
10. The **Customer** shall exercise and cause its **Authorised Person(s)** to take care to prevent the disclosure or unauthorised use by third parties of the User ID, Password, Physical Token and/or Token Secure Code. Any User ID and Password shall not be recorded anywhere, whether digitally or otherwise. The Physical Token (if applicable) shall be kept in a secure place under lock and key by the **Customer** or its **Authorised Person(s)** if not used.
11. The **Customer** shall exercise and cause its **Authorised Person(s)** to take care to prevent unauthorised hacking by using only original and licensed softwares, installing personal firewall and updating licensed anti-virus softwares on machines and personal computers that are used for accessing the **b.Digital Business Service**.
12. The **Customer** or the **Authorised Person(s)** shall notify the **Bank** immediately if any of the User ID, Password, Physical Token or mobile device with the Soft Token installed, and/or Token Secure Code is disclosed to or used by (or is suspected to be disclosed to or used by) unauthorised third parties, or is lost or misplaced through theft or otherwise. Until such notification is actually communicated to the **Bank** (which notification is deemed communicated to the **Bank** upon the **Customer** submitting to the **Bank** and the **Bank** having received the duly completed form as specified by the **Bank** and signed by the authorised signatory of the **Customer**), the **Customer** and the **Authorised Person(s)** shall remain responsible for all **Transactions** conducted through the **b.Digital Business Service** by any unauthorised person or for any unauthorised purpose and the **Bank** is not responsible for such liability, loss, costs or damage suffered by the **Customer** or the **Authorised Person(s)**.

13. The **Customer** must ensure that its **Authorised Person(s)** shall not leave the computer terminal unattended nor allow any third party to use the computer terminal once logged on to the **b.Digital Business Service**. If the **Authorised Person(s)** leaves the computer terminal, the **Customer** must ensure that the **Authorised Person(s)** log off the **b.Digital Business Service** first. The **Customer** shall ensure that the **Authorised Person(s)** has logged off from the **b.Digital Business Service** at the end of every session.
14. If the mandate of the **Authorised Person(s)** to conduct **Transactions** using the **b.Digital Business Service** has been cancelled or withdrawn by the **Customer**; the **Customer** shall immediately suspend the **Authorised Person(s)** use of the **b.Digital Business Service** and notify the **Bank** (which notification is deemed communicated to the **Bank** upon the **Customer** submitting to the **Bank** and the **Bank** having received the duly completed form as specified by the **Bank** duly signed by the authorised signatory of the **Customer**). The **Customer** shall be liable for all **Transactions** performed or effected through the **b.Digital Business Service** by the **Authorised Person(s)** prior to the suspension of such **Authorised Person(s)** by the **Customer** and receipt by the **Bank** of the notification of the cancellation of the **Authorised Person's** authority. The Physical Token remains the property of the **Bank** and the **Customer** shall return the Physical Token to the **Bank** upon suspension or cancellation of the **Authorised Person(s)** use of the **b.Digital Business Service**, failing which there is a charge for the Physical Token.
15. In the event that any of the **Customer's** User ID, Password, Physical Token or mobile device with the Soft Token installed, and/or Token Secure Code is exposed, stolen or lost due to any unauthorised or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in the computer or device which is used to access the **b.Digital Business Service**, the **Bank** shall not be responsible or liable for any loss, liability, costs, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the **Customer** or the **Authorised Person(s)** for any **Transaction** that was initiated before the loss or the compromise is actually communicated to and received by the **Bank**. Reports of such loss or compromise to the **Bank** shall be deemed communicated to the **Bank** upon the **Customer** submitting to the **Bank** and the **Bank** having received the duly completed form as specified by the **Bank** and signed by the authorised signatory of the **Customer**.
16. The **Bank** is not responsible to prove that any unauthorised or other **Transaction** is due to the above security breach. The **Customer** and/or its **Authorised Person(s)** is/are solely responsible for the performance and protection of any internet browser used in connection with the **b.Digital Business Service** including adoption of security measures recommended from time to time by the providers of such browsers.
17. The **Bank** shall be entitled to assume that all changes made or purported to be made by the **Customer** or the **Authorised Person(s)** to the Password shall have been validly made by the **Customer** or the **Authorised Person(s)**.

## F. LIABILITY AND INDEMNITY

1. The **Customer** shall notify and cause its **Authorised Person(s)** to notify the **Bank** immediately upon receipt of any data and information through the **b.Digital Business Service** that is not intended for the **Customer**. The **Customer** agrees that all such data or information shall be deleted from the **Customer's** computer system immediately and shall cause its **Authorised Person(s)** to do the

same and such data or information shall not be used, copied or disclosed by the **Customer** and its **Authorised Person(s)**.

2. The **Customer** shall notify the **Bank** immediately if the **Customer** or its **Authorised Person(s)** believes, suspects or knows of any unauthorised access to the **b.Digital Business Service** or any unauthorised **Transaction** or of a breach or potential breach of security to the **b.Digital Business Service** and the **Bank** shall not be responsible or liable for loss, liability, damage or embarrassment caused to the **Customer** arising from the above.
3. The Physical Token is the property of the **Bank** at all times. The **Bank** will levy a charge upon first issuance of the Physical Token. Upon termination of the use of the **b.Digital Business Service**, it is the **Customer's** responsibility to return the Physical Token for destruction or destroy the Physical Token themselves. The **Bank** may levy a charge as the **Bank** shall decide for the loss, damage or replacement of Physical Token.
4. The **Bank's** records and any records of the **Transactions** made or performed, processed or effected through the **b.Digital Business Service** by the **Customer** or the **Authorised Person(s)** or any person purporting to be the **Customer** or the **Authorised Person(s)** with or without the **Customer's** consent or any record of **Transactions** carried out by the **Bank** or any person authorised by the **Bank** relating to or connected with the **b.Digital Business Service** shall be binding and conclusive on the **Customer** for all purposes whatsoever and shall be conclusive evidence of the **Transaction** and the **Customer's** liability to the **Bank**, and the **Customer** agrees not to dispute the validity, accuracy or authenticity of any such records and evidence.
5. The **Bank** shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the **Customer** or the **Authorised Person(s)** in relation to or in respect of any **Transactions** effected by the **Customer** or the **Authorised Person(s)** or purported to be effected by the **Customer** or the **Authorised Person(s)** using the **b.Digital Business Service** howsoever caused, including but not limited to, the **Customer's** non-compliance with the **b.Digital Business Service** instructions, the **Bank's** inability to execute the **Transaction** or provide the services as a result of malfunction, partial or total failure of any software programs, data processing systems, security systems, computer tele-transmission or telecommunications systems of the **Bank**, any bank financial institution or any person or organisation involved in the above-mentioned system or other circumstances beyond the **Bank's** control, including but not limited to disruption of business or operations, Acts of God, war, warlike hostilities, riots, blockades, electrical power failure, internet failure, spamming, virus attacks, hacking, strikes and embargoes and the **Customer's** or the **Authorised Person's** inaccurate keying in of instruction.
6. The **Customer** undertakes to indemnify the **Bank** from and against and in respect of all liabilities, losses, damages, charges and expenses (including legal fee and costs on a full indemnity basis), claims, demands, actions and proceedings which the **Bank** may incur or sustain directly or indirectly from or by reason of or in relation to the use, misuse or purported use or misuse of the **b.Digital Business Service** due to any reason whatsoever, including but not limited to failure of software or failure of security or failure of computer peripheries as provided by any third party, which occurred to the computer terminal where the **b.Digital Business Service** is accessed from and shall pay such monies to the **Bank** immediately on demand.

7. The **Customer** acknowledges and agrees that the **Bank** has the sole and exclusive ownership and rights including all intellectual property rights in and to the **b.Digital Business Service**, including, without limitation to the **Bank's** website, the **b.Digital Business Service** website and all contents and any updates thereof.
8. The **Bank** shall be under no liability for any damage, loss or expense, suffered or incurred by the **Customer** due to any unsuccessful **Transaction** using the **b.Digital Business Service** for any reason whatsoever. For the avoidance of doubt, the **Bank** shall not be liable to compensate the **Customer** for any loss of interest due to the unsuccessful **Transaction** using the **b.Digital Business Service**.
9. The **Customer** shall not post or transfer and shall cause its Authorised Person(s) not to post or transfer to the **b.Digital Business Service** website (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of the **Bank's** or any other parties' computer system. The **Customer** shall indemnify the **Bank** in respect of any liabilities, losses, damages, expenses, or other costs whatsoever incurred as a result of a breach of the **Customer's** obligations under this clause, including but not limited to, any claims made against the **Bank** by any third party.
10. Except for claims for personal injury caused by the use of the **b.Digital Business Service**, the **Bank** shall not be liable to **Customer** or any other person or entity for indirect, special, incidental, consequential, punitive, or exemplary damages or loss of profits arising out of or in connection with the use of the **b.Digital Business Service** or any acts or omissions associated therewith or relating to any **Transaction**, whether such claim is based on breach of warranty, contract, tort or other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. If and to the extent that the **Bank** is liable for any particular **Transaction**, in no event shall the **Bank's** liability for a particular **Transaction** exceed the value of that **Transaction**.

## G. RESPONSIBILITY

1. The **Bank** does not guarantee access to any communications, processing or transaction system including that provided by the **Bank** under the **b.Digital Business Service** and accepts no liability to the **Customer** for any period when any such communication system is unavailable or disrupted or for any related delays or disruption. The **Customer** is solely responsible for all consequences arising from or in connection with the use of the **b.Digital Business Service** and the reliance on any information or report contained herein.
2. The **Bank** reserves the right to change, revise or modify the terms and conditions herein and the services provided from time to time hereafter, and the **Customer** shall be bound by and deemed to have accepted and agreed to such changes and revisions made seven (7) days following the notification of such change or revisions. The **Customer** agrees that the use of the **b.Digital Business Service** is also subject to the **Bank's** standard terms and conditions governing accounts opened with the **Bank** and where applicable, the **Bank's** terms and conditions then applicable in respect of any credit or other facilities or services applied for by the **Customer**, which terms and conditions shall prevail in the event of any discrepancy between such terms and conditions and the terms contained herein.

## H. GOVERNING LAW AND JURISDICTION

1. The terms herein shall be governed by and construed in accordance with and subject to the applicable laws of Brunei Darussalam in effect for the time being and the **Customer** hereby submits to the non-exclusive jurisdiction of Brunei Darussalam courts.
2. If any of the provisions here or any part thereof becomes invalid, illegal or unenforceable in any respect under any law, then the invalid, illegal or unenforceable part of the provision or the invalid, illegal or unenforceable provision shall be severed from the rest of these terms and the validity, legality and enforceability of the remaining provisions or such parts thereof shall not in any way be affected or impaired.

## I. NOTICE & DISCLAIMER

### COPYRIGHT AND TRADEMARK NOTICES

1. All the trade marks, service marks and logos displayed on this **b.Digital Business Service** website may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked or otherwise used in whole or in part in any manner without the prior written consent of the **Bank**. Save and except with the **Bank's** prior written consent, no such trade mark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any **Bank's** website or any other website.

### DISCLAIMER

2. The **Bank** makes no representation or warranty of any kind, express or implied regarding this website or the services provided under the **b.Digital Business Service** or its related applications. The information and materials appearing on this website are provided for general information only. The terms, conditions and descriptions are subject to change. Products and services offered may be withdrawn or amended at any time without notice.
3. The **Bank** accepts no liability and will not be liable for any loss or damage arising directly or indirectly from your use of or your reliance on the information and materials contained in this website.
4. Kindly refer to the **Bank's** Disclaimer and Privacy Policy for a fuller description.

### HYPERLINKS

5. For your convenience, the **Bank** may include hyperlinks to websites on the Internet that are owned or operated by third parties. Such linked websites are not under the control of the **Bank** and the **Bank** does not accept any responsibility for the contents of or the consequences of accessing any linked website or any link contained in a linked website. The hyperlinks provided in this website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by the **Bank** or recommendation of any products or services offered at those websites.

6. You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained in those websites.

#### **E-MAIL**

7. E-mail messages sent to the **Bank** over the Internet cannot be guaranteed to be completely secure. The **Bank** will not be responsible for any loss or damages incurred or suffered arising from e-mail messages sent by you to the **Bank** or sent by the **Bank** to you at your request. The **Bank** is not responsible in any manner for direct, indirect, special or consequential damages arising out of the use of this website.

#### **TRANSMISSION OVER THE INTERNET**

8. Under no circumstances shall the **Bank** be liable regardless of the form of action of any failure of performance, system, server or connection failure, error, omission, interruption, breach of security, computer virus, malicious code, corruption, delay in operation or transmission, transmission error or unavailability of access in connection with your accessing this website and/or using the online services even if the **Bank** had been advised as to the possibility.