

BAIDURI BANK BERHAD ("the Bank") b.DIGITAL MOBILE BANKING APPLICATION TERMS AND CONDITIONS

1. These terms and conditions ("**App Terms**") apply to and regulate any account or service you access using the Bank's b.Digital Mobile Banking Application ("**or b.Digital Mobile Banking App**") in addition to the **Terms and Conditions Governing Accounts, Baiduri b.Digital Business Terms and Conditions, Baiduri b.Digital Terms and Conditions (as applicable), the Bank's iTouch Authentication Service 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 deems will apply and informs you. The use and continued access of the b.Digital Mobile Banking App constitutes acceptance of the App Terms.
2. In the event of a conflict between the App Terms and other terms and conditions (including but not limited to) those described in Section 1 above, the App Terms will prevail to the extent of such conflict and inconsistency.
3. You must be a customer of the Bank with subscriptions to the Bank's products to qualify for use of the b.Digital Mobile Banking App. The b. Digital Mobile Banking App can be used on a mobile device running an operating system supported and specified by us from time to time, from which you can access the b.Digital Service.
4. The b.Digital Mobile Banking App allows you to access to the Bank's b.Digital Service in a format which is easier to view on a mobile device.
5. You can log on to the b.Digital Mobile Banking App by: -
 - Entering at the Bank's request, such log on credentials which you have created when registering for the b.Digital or iTouch service.
 - Entering a Mobile Personal Identification Number (mPIN). You can set up a mPIN on any mobile device that supports this functionality with such operating system version as the Bank specifies from time to time.
 - Activating biometric or iTouch credentials (i.e. fingerprint or facial ID) that the Bank may enable for use of the b.Digital Mobile Banking App for authentication purposes. To enable this functionality, your mobile device must be compatible and support the receiving of the relevant biometric or iTouch credentials, have the b.Digital Mobile Banking App downloaded to it and have the relevant authentication methods enabled for use in the b.Digital Mobile Banking App.

6. You can use the b.Digital Mobile Banking App to carry out the following services:

- Check your account balance.
- View up to the last 90 transactions and/or up to a maximum of 90 days on your account.
- Make transfers between your accounts, interbank funds transfer from your account to a specified account within another local bank in Brunei and/or overseas.
 - The Bank will determine the order of priority in executing your instructions to transfer funds and any other existing arrangements or instructions you have made with or given to the Bank.
 - The Bank cannot guarantee the time at which the receiving banks will credit the amount of your payees.
 - You are responsible for initiating your transfer instructions to the Bank sufficiently in advance of any due dates of your transfers to avoid incurring a finance charge or other charges.
 - The rate of exchange applying to each electronic fund transfer transaction is our prevailing rate of exchange for the relevant currencies at the time that such transaction is processed, and not at the time the instruction is entered by you.
 - If you use any of our funds transfers services, you may make funds transfer to the recipient via b.Digital Mobile Banking. You are solely responsible to ensure that all information provided with respect to the online funds transfer is true and accurate. We are not liable for any losses which may result in the event that you have mistakenly paid to non-intended recipients.
- View, send and delete secure messages in your message inbox within the b.Digital Mobile Banking App.
- Pay your bills to entity(ies) designated by the Bank.
- You may make the bill payment to the payee via b.Digital Mobile Banking. You are solely responsible to ensure that all the information provided with respect to the bill payment is true and accurate. We are not liable for any losses which may result in events where you have mistakenly paid to non-intended recipients.
- Payees may only receive payments after any minimum processing time we set. Hence, you are responsible for initiating your bill payment instruction to us sufficiently in advance of the due date of your bill payment to avoid incurring a finance charge or other charges.
- Make an application for the Bank's available products in accordance with the Bank's prescribed forms and any other pre-requisites.
- Find a branch/Auto-Teller Machines, use information about your physical location sent from your mobile device (for example, GPS signals).

- If you use these services, you consent to the Bank, its partners and licensees accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing, and using your location data to enable the Bank to provide the relevant functionality in accordance with the terms and conditions, and privacy policy, of the b.Digital Mobile Banking App. You will be asked to consent to the use of location services when you download the b.Digital Mobile Banking app for the first time you use the relevant services. You may withdraw this consent at any time by turning off the location services settings on your mobile device.
 - Carry out any other additional service(s) that we may provide in any future update of the b.Digital Mobile Banking App.
7. Whilst the Bank makes reasonable efforts to provide the b.Digital Mobile Banking App services, the Bank will not be liable for any failure to provide those services, in part or in full, due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes but are not limited to any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage.
 8. The b.Digital Mobile Banking App is provided "as is" with no representations, guarantee, warranty, or agreement of any kind as to its functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. The Bank is not responsible for any loss you may incur as a result of using the b.Digital Mobile Banking App.
 9. Updates to the b.Digital Mobile Banking App may be issued periodically through the b.Digital Mobile Banking App itself. For some devices, updates may be downloaded automatically. If this does not happen, the update would have to be downloaded by you manually.
 10. You must not alter, modify, adapt, reverse-engineer, copy or reproduce all or any part of the b.Digital Mobile Banking App.
 11. You must always take reasonable precautions to keep safe and prevent (unauthorized or) fraudulent use of your mobile device and security information.
 12. The precautions to be safeguarded on a continuous basis by you include:
 - Never writing down or otherwise recording your security details in a way that can be easily accessible to a third party.
 - Keeping your security details safe and unique to the b.Digital Service and b.Digital Mobile Banking App.
 - Not disclosing your security details to anyone.
 - Complying with all reasonable instructions the Bank issues from time to time regarding keeping your security details safe.
 - Never to leave your mobile device unattended or let any anyone use your mobile device especially once you have logged onto the b.Digital Mobile Banking App.

- Logging out of the b.Digital Mobile Banking App once you have finished using the b.Digital Mobile Banking App services, and to not leave the b.Digital Mobile Banking App running in the background whilst logged in.
13. You will be responsible for all losses arising from unauthorized transactions on your account as a result of: –
- Fraudulent actions.
 - Intentionally or with gross negligence failing to use the b.Digital Mobile Banking App in accordance with the App Terms.
 - Intentionally or with gross negligence fail to notify us if you know or suspect someone else knows your b.Digital Mobile Banking security details or has used or tried to use security details or if your mobile device is lost or stolen or misappropriated.
14. The Bank may at any time, suspend your use of the b.Digital Mobile Banking App. The Bank may but is not obligated to do this if: –
- The Bank has concerns about the security of the b. Digital Mobile Banking App or b.Digital Service.
 - The Bank suspects that your b.Digital Mobile Banking App or b.Digital Service has been used fraudulently or in an unauthorized way.
15. You may deregister the use of the b.Digital Mobile Banking App at any time by simply deleting the said App from your mobile device. The Bank can however end your access or use of the b.Digital Mobile Banking App by giving you at least three (3) days' prior notice without cause. It may give you a shorter notice period or no notice if it considers necessary, for example because of security concerns in connection with your use of the b.Digital Mobile Banking App or because we are concerned that you have used or may use the b.Digital Mobile Banking App in an unauthorized manner or otherwise to operate any of your account(s) in breach of your arrangements with the Bank.
16. The Bank may end your use of the b.Digital Mobile Banking App in the following situations: –
- If you breach any of the App terms or any other terms and conditions of the Bank.
 - You or the Bank is reasonable suspects you may be, using or obtaining, or allowing someone else to use or obtain, an account, service, or money illegally.
 - Your account is, or the Bank reasonably suspects your account is, being used for an illegal purpose.
 - You or the Bank is reasonably suspects you may be, acting fraudulently.
 - The Bank has reasonable grounds to suspect that your security details have not been kept safe.
 - Your banking practices or activities are against anti-money laundering requirements.
 - If there has been or the Bank suspects, there has been suspicious activity on your account.
 - The Bank has reasonable grounds to suspect unauthorized or fraudulent use of your security details.

- If you stop holding any account(s) in respect of which the b.Digital Mobile Banking App may be used.
17. The Bank owns all content of the b.Digital Mobile Banking App services. You may not copy, distribute, or publish such content without its permission. The Bank owns all the marks and logos used in connection with the b.Digital Mobile Banking App services. You shall not use such marks and logos without its permission.
18. The Bank is not responsible for any decision you take:-
- To enter into the App Terms and any other related terms and conditions herein mentioned in this App Terms.
 - To access or use any product or services including those accessible through our b.Digital Mobile Banking App.
 - About any features of any product (including the interest rate or any fees or costs payable under it).
19. The Bank reserves the rights, without prior notice to you, to change, revise or modify the b.Digital Mobile Banking App and/or App Terms ("**Variations**"), at any time and from time-to-time hereafter, and you shall be bound by all changes made.
20. If any part of the App Terms becomes invalid, illegal, or unenforceable, this will not affect the validity of the remaining App Terms.
21. You agree to view App Terms regularly and your continued access or use of the b.Digital Mobile Banking App after any such additions, modifications, deletions, or variations become effective will constitute your acceptance to the Variations of the App Terms
22. The App 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.

BAIDURI b.Digital Personal Service TERMS AND CONDITIONS

A. GENERAL

1. Baiduri Bank Group ("the Bank") may at its sole and absolute discretion make available to customer who has opened one or more accounts with the Bank ("the Customer") the use of the b.Digital Personal Service in respect of or in connection with any of the account(s) of the Customer.
2. The Customer may apply to the Bank for the use of the b.Digital Personal 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. The Customer may apply to b.Digital Personal Service for joint account(s) provided that such joint account(s) is operated on a single signing authority basis (i.e. where the mandate to operate such account(s) allows either party to sign). The Bank will not approve applications for the b.Digital Personal Service in respect of joint account(s) if such joint account(s) requires two or more signatories to operate.
4. The Customer must be of 15 years or above to qualify for the use of the b.Digital Personal Service. Customers below 18 years of age will require an indemnity agreement to be signed by their parent or guardian. Upon the acceptance of the Customer's application, the Bank will link the Customer's own account(s), joint account(s) and credit card account(s) as specified in the Customer's application form and approved by the Bank to the b.Digital Personal Service.

B. FEES, INTEREST AND OTHER AMOUNTS

1. The Bank may charge fees to the Customer from time to time for the provision of any service, software, or equipment in connection with the b.Digital Personal Service and in accordance with any fee schedule, letter, or proposal from the Bank from time to time. The customer shall pay to the Bank all fees, interest, and other amounts due to or incurred by the Bank in respect of any service, software, or equipment, 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 authorizes the Bank to debit any of the Customer's accounts with any of the aforesaid fees or charges.

C. TERMINATION

1. Either party may terminate the b.Digital Personal Service by giving a written notice to the other and upon giving of such notice, the b.Digital Personal 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) or 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 Personal 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 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.
3. In the event any of the account(s) of the Customer which is linked to the b.Digital Personal Service is terminated/ closed for any reason whatsoever, the b.Digital Personal Service in relation to that account(s) shall be terminated concurrently, without any further notice to the Customer.
4. 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 service.

D. TRANSACTIONS

1. Transactions on the Customer's accounts made through the b.Digital Personal Service are subject to the Maximum Daily Default Limit ("MDDL"), where the aggregate total MDDL is BND20,000 (BRUNEI DOLLARS: TWENTY THOUSAND ONLY). The Customer may vary the transactions among the services as long as the Customer does not exceed the MDDL. The Customer may specify a higher maximum daily limit as long as the limit set by the Customer does not exceed the Maximum Daily Transaction Limit ("MDTL") set by the Bank, and subject to the condition that the Customer takes full responsibility for the higher limit requested and set. The limits for the MDDL and 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 Default Limit ("MDDL") and the Maximum Daily Transaction Limit ("MDTL") are apportioned to such service as follows:

Services	Maximum Daily Default Limit	Maximum Daily Transaction Limit (subject to Bank's approval)
Fund Transfers within Baiduri Bank Group, other local bank in Brunei and abroad via Telegraphic Transfer	BND20,000	\$150,000.00
Bill Payment		\$50,000.00
MCC Top Up and Prepaid Top Up		\$5,000.00

The Customer may specify a higher maximum daily limit subject to the condition that the Customer takes full responsibility for the higher limit the Customer has set.

2. 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 transactions.
3. In respect of payments, remittances or fund transfers to other banks or organizations, 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 other bank or organization (whether accounts belong to the Customer or otherwise). Where payments, remittances and/or fund 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).
4. 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 1 above; and/or (ii) amend, change, and vary the terms and conditions for any transactions, facilities, services, and products that may be carried out through the use of the b.Digital Personal Service.
5. Any transaction instructed by the Customer to be made, performed, processed or effected by with or through the use of the b.Digital Personal 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.
6. The Bank reserves the right to decline, refuse or to delay the performance of any transaction requested by the Customer through the b.Digital Personal 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 maximum limit) and the Bank is not liable to the Customer for such refusal or delay.
7. 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 rate losses suffered or incurred by the Customer as a result of such conversion.

8. If the Customer is permitted by the Bank to use the b.Digital Personal Service for Transactions regarding the Customer's accounts with Baiduri Finance Berhad ("BFB Accounts"), then such use is subject to the following terms:-
- 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.
 - The Bank, by allowing the use of the b.Digital Personal 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
 - 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 Personal b.Digital Service for Transactions affecting or involving BFB Accounts (including but not limited to any claims made against the Bank by Baiduri Finance Berhad)

E. SECURITY AND CONFIDENTIALITY

1. 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 instruction by the Customer.
2. The Bank may refuse to execute any instruction where the Bank reasonably doubts its contents, authorization, origination, or its compliance with the procedures.
3. If the Customer informs the Bank that the Customer wishes to recall, cancel or vary an instruction 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 instruction. The Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or varying an instruction.
4. 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.
5. In order to use the b.Digital Personal Service, the Customer must set up their internet banking (IB) credentials via the relevant web link and/or Mobile Banking App using either of their identification number, last six (6) digits of their bank account number, last eight (8) digits of their card or account number of their Hire Purchase. Upon successful set up of the Customer's IB credentials, The Customer is allowed access to the b.Digital Personal Service and perform any available banking transaction once their Password, User ID and Soft Token are correctly keyed in by the Customer and the Customer has agreed with terms and conditions stated therein.

6. The Soft Token feature is a part of the Bank's Mobile Banking App which, upon it being downloaded to the Customer's mobile device, the Soft Token generates a six (6) digit code in order to authorise transactions performed by the Customer. Customers who perform transaction(s) via the relevant web can opt to select a "push notification" to authorise the generation of such code, which will be sent to the Mobile Banking App for Customers to respond to the "push notification" and approve transaction(s) from the Mobile Banking App.
7. The Bank may at any time at its sole and absolute discretion invalidate any of the User ID and Password without assigning any reason and without prior notice to the Customer and shall not be liable or responsible for any loss or damage suffered by or caused by the Customer arising out or connected with or by reason of such invalidation.
8. The Customer shall exercise extreme care and precaution to prevent the disclosure or unauthorized use by third parties of the User ID, Password and Soft Token.
9. The Customer shall notify the Bank immediately if any of the Password, User ID or Soft Token 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 the duly completed form as specified by the Bank and signed by the Customer), the Customer shall remain responsible for all transactions conducted through the b.Digital Personal Services by any unauthorised person or for any unauthorised purpose and the Bank is not responsible for such loss or damage suffered by the Customer.
10. The Customer must not leave the computer terminal unattended nor allow any third party to use the computer terminal once logged on to the b.Digital Personal Service. If the Customer leaves the computer terminal, the Customer must log off the b.Digital Personal Service first. The Customer shall ensure that the Customer has logged off from the b.Digital Personal Service at the end of every session.
11. In the case of a joint account, if the Customer to whom the User ID, Password and Soft Token were registered by the Customer pertaining to the use of the b.Digital Personal Service is no longer a joint account holder, the Customer shall immediately notify the Bank and notwithstanding such notification, the Customer shall be jointly and severally responsible and liable for any transaction performed or effected through the joint account prior to and up to the date of receipt of such notification by the Bank (which notification is deemed communicated to the Bank upon the Customer submitting to the Bank the duly completed form as specified by the Bank and signed by the Customer).
12. In the event that any of the Customer's Password, User ID or Soft Token is exposed, stolen or lost due to any unauthorized or other hardware device(s) attached or loaded and/or software program(s) loaded or installed to/in computer or device which is used to access the b.Digital Personal Service, the Bank shall not be responsible nor liable for any loss, damage, embarrassment thereby incurred or suffered (whether directly or indirectly) by the Customer for any transaction that was initiated before the loss or the compromise is actually communicated to 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 the duly completed form as specified by the Bank and signed by the Customer).
13. The Bank is not responsible to prove that any unauthorized transaction is due to the above security breach. The Customer is solely responsible for the performance and protection of any internet browser used in connection with the b.Digital Personal Service including adoption of security measures recommended from time to time by the providers of such browsers.

F. LIABILITY AND INDEMNITY

1. The Customer shall notify The Bank immediately upon receipt of data or through the b.Digital Personal 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 such data or information shall not be used or disclosed by the Customer.
2. The Customer shall notify the Bank immediately if the Customer believes, suspects, or knows of any unauthorised access to the b.Digital Personal Service or any unauthorised transaction or of a breach or potential breach of security to the b.Digital Personal Service, and the Bank shall not be responsible or liable for loss damage or embarrassment caused to the Customer arising from the above.
3. The Bank's records and any records of the instructions, communication, operations made or performed, processed or effected through b.Digital Personal Service by the Customer or any person purporting to be the Customer with or without the Customer's consent or any record or transactions carried out by the Bank or any person authorized by the Bank b.Digital Personal Service shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of such transactions 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.
4. The Customer's instructions to the Bank effected through the b.Digital Personal Service shall be irrevocable and binding on the Customer upon transmission of the same by the Customer.
5. The Bank shall not be responsible or liable for any loss, damage or embarrassment incurred or suffered by the Customer in relation to or in respect of any instructions, operations or transactions effected by the Customer or purported to be effected by the Customer using b.Digital Personal Service howsoever caused, including but not limited to, the Customer's non-compliance with Service instructions, the Bank inability to provide the Service as a result of malfunction partial or total failure of any software programs, data processing systems, security systems, computer tele-transmission or telecommunications systems the Bank, any bank, financial institution or any person or organization involved in the above mentioned systems 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, spamming, virus attacks, hacking, strikes and embargoes and the Customer'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 incurs or sustains directly or indirectly from or by reason of or in relation to the use, misuse or purported use of misuse of b.Digital Personal Service, due to failure of software, failure of security or failure of computer peripheries as provided by any third party, which occurred to the computer terminal where the b.Digital Personal 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 Bank's b.Digital Personal Service, including, without limitation to the Bank's website, the b.Digital Personal 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 Personal 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 Personal Service.
9. The Customer shall not post or transfer to the Bank's b.Digital Personal 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 our or any other parties' computer system. The Customer shall indemnify the Bank in respect of any liabilities, losses, 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.

G. RESPONSIBILITY

1. The Bank does not guarantee access to any communications, processing or transaction system including that provided by the Bank 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 Personal Service and the reliance on any information or report contained herein.
2. The Bank reserves the right, without prior notice to the Customer, to change revise or modify the terms and conditions herein, the services provided and/or any fees to be imposed, at any time and from time-to-time hereafter, and the Customer shall be bound by all changes made. The Customer agrees that the use of the b.Digital Personal Service is also subject to the Bank's standard terms and conditions governing accounts opened with the Bank, which shall prevail in the event of any discrepancy between such terms and the terms of this Service.
3. The terms herein shall be governed by and construed in accordance with 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.

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 AND DISCLAIMER

COPYRIGHT AND TRADEMARK NOTICES

1. All the trademarks, service marks and logos displayed on this b.Digital Personal 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 trademark, 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 Personal 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.

Please refer to the Bank's Disclaimer and Privacy Policy for complete description.

HYPERLINKS

4. 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.
5. 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

5. 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

7. 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.

PRIVACY POLICY

Introduction

This Privacy Policy outlines how Baiduri Bank Berhad and its subsidiaries (collectively, "the Group") collects, uses, maintains, keeps, and discloses the data that the Group collects about you ("Your Data").

By continuing to use the products and/or services of the Group, visiting the Group's website and/or by registering for and using Baiduri b.Digital online banking services, you confirm that you understand and consent to the terms of this Privacy Policy and the Group's use of Your Data in accordance with the terms of this Privacy Policy. For the purpose of this Privacy Notice, please note that "Baiduri b.Digital online banking services" shall include Baiduri b.Digital Personal and Baiduri b.Digital Business web (desktop) and mobile application versions.

Your Data that the Group collect

Some examples of Your Data which the Group collects are: –

- Personal particulars such as your name, contact details, residential address, mailing address, date of birth, place of birth, identity card/passport details, nationality, race, marital status, number of dependants.
- Personal information that are relevant for the purposes relating to the provision of Baiduri b.Digital online banking services, including but not limited to, fingerprints and face ID.
- Financial details such as income and credit history.
- Employment details such as occupation, directorships and other positions held, employment history, salary.
- Information on your risk profile, investments, investment objectives, knowledge, and experience and/or business interests and assets.
- Banking information such as account numbers and banking transactions.
- Personal opinions through surveys or other forms of feedback.
- Information relating to your activities, habits, preferences, and interests
- Other electronic data or information relating to you such as IP addresses, cookies, activity logs, online identifiers, and location data through your usage of the Group's website or as part of the delivery of our services to you.

We will limit the amount of data collected to only what is necessary for its intended purpose.

How Your Data is collected

The Group collects Your Data in various ways, including through: –

- Communications with the Group through various methods such as submission of application forms, emails, letters, and telephone calls relating to any products and services.
- Online forms which are used to collect personal data when requesting information or submitting an enquiry, making an application for a product or service, signing up for the Group's emails or newsletters or any other purpose which will require personal data.
- Personal data collected through IP address and cookies by the use of the Group's website or pursuant to use of the Group's website.
- Usage of some of the services provided (including but not limited to the Group's website and mobile applications).
- Participation in customer surveys, competitions, or promotions; and
- Submission of personal data to the Group for any other purposes.

How Your Data is used

Your Data may be used by the Group for various purposes, including the following: –

- To provide the service or product for which you have submitted Your Data or responding to your electronic communication, such as contacting you in respect of an online application that you have made or an online form you have filled in.
- To communicate with you, including providing updates on the Group's products, services, and banking facilities.
- To develop, monitor, provide and/or improve the Group's products, services, banking facilities, customer service quality and marketing such as carrying out research, planning, strategic and statistical analysis and/or analytics (whether internally or through a third party).
- To assess and process any applications which you have submitted for the Group's products, services, banking facilities.
- To record and respond to your feedback, queries or to investigate any complaints or claims to resolve disputes.
- To verify your identity for providing/continuing to provide you with the Group's products, services and/or banking facilities.
- To manage, comply with, develop and/or improve our internal infrastructure, functions, and business operations.
- To comply with applicable legislation, rules, regulations, obligations, and requirements imposed by authorities or any credit bureau of which the Group is a member.
- To produce or issue financial, regulatory, management reporting, conduct risk management and assessment for the Group, comply with audit and record keeping purposes.
- To create, run and update our credit and risk related models and analysis or otherwise; or
- For any other purpose that the Group has specifically stated in terms and conditions for individual products, services, and banking facilities that you have applied for.

The Group may use Your Data to offer, introduce and/or update on products, services, banking facilities and related matters such as promotions, draws, special offers and entitlements, which may be of interest to you. In relation to marketing promotions, the Group may occasionally collect personal information from you when you visit or access the Group's website and mobile applications or when you participate in a contest or promotion. These marketing messages may be sent to you through various communication modes such as email, messaging services, phone calls, or telephone calls. You may opt out of these messages at any time either through selected or on all communication modes by contacting us.

How Your Data is stored

Your Data is kept confidential by the Group. The Group will use all reasonable means of keeping Your Data secure and will abide by any applicable legislation for data protection.

How long Your Data is retained

Your Data will be retained by the Group until the purpose for which it was collected has been fulfilled, or for as long as is necessary for any legal, accounting, regulatory or business purposes as required from time to time.

To whom Your Data is disclosed

In order to provide you with effective and continuous products and services and for the Group to comply with any laws or regulatory guidelines and procedures, the Group may need to disclose Your Data to: –

- The Group's companies, including head office, subsidiaries, branches, representative offices, related corporations, or affiliates, in Brunei Darussalam or overseas.
- Any association or body of which the Group is a member or a subscriber and for which members may include but may not be limited to financial institutions or corporates.
- Our service providers, such as ICT infrastructure maintenance services, debt recovery agencies.
- The Group's external advisers, such as our lawyers and auditors.
- Regulatory authorities such as the credit bureau or monetary authority in any jurisdiction or government authority or bodies or any other person having jurisdiction over the Group, or court of law in Brunei Darussalam or elsewhere, or any tax authority in any jurisdiction.
- The police or other public officers conducting an investigation.
- Any banks, financial institutions or credit or charge card companies.
- Persons who act on your behalf, such as beneficiaries, account nominees, intermediary, correspondent, and agent banks, clearing houses or any insurer, guarantor, provider of security in relation to you or your auditor or any member, partner, director, or shareholder relating to you.
- Any third party which the Group may use to provide services to you.

Any disclosure to third party service providers will be on a strict “need-to-know” basis. The Group will only disclose what is needed for them to fulfill their scope of services and the Group will require them to keep Your Data confidential and use such data solely for the purposes of fulfilling their services.

The Group may be required to disclose Your Data to Government and/or regulatory authorities as part of the Group’s compliance with existing law, regulations, directives, or orders, for example where the Group is asked to assist in investigations and disclosure to the police, judiciary or monetary authority is required.

The Group may disclose Your Data to any of the companies under the Group in any collaborative efforts. An example of such sharing would be for the purposes of providing or offering products or services that might be of interest to you based on your collected information or other data relating to your interactions with the Group. The Group will ensure that the disclosure of Your Data within the Group conforms to the requirements written in this Privacy Policy.

In the event Your Data is disclosed to third parties for business purposes such as a merger, acquisition, reorganisation or restructuring, the Group will ask such third parties agree to treat and handle Your Data in accordance with this Privacy Policy.

We will only disclose Your Data to third parties for marketing purposes if you opt-in by completing a fresh consent.

Use of cookies

Cookies are small data files which our website stores on the device used by you to access the website or when you respond to the Group’s online advertisements.

The Group uses cookies to collect information on your usage of the website, your location through your IP address, to store your login preferences, temporarily identify you once you have logged in to a secure page on the website so you can carry information between the website pages and to otherwise facilitate your use and/or experience of the website. Cookies are also used to compile statistical information about activities carried on the website which the Group may use for its analytics.

Most browsers allow you to “block” cookies, but please note that this may interrupt your experience of the website as certain features and functions of the website will not work properly.

The Group’s website may contain links to websites which the Group does not own or control. This Privacy Policy does not apply to these third-party websites or applications that are accessible from, or referenced on, the Group’s website.

Accessing and correcting Your Data

If there are any changes to Your Data or if you believe that Your Data held by the Group is incorrect or outdated, you can make corrections or request for access to Your Data. Please note that the Group may charge a fee to process your request for access, which will depend on the nature and complexity of your request. The Group will verify your identity prior to providing you with the requested access.

Withdrawal of consent

If you do not wish for the Group to continue using Your Data for the purposes stated above, you may contact us to cease using Your Data. However, should you make such a request, we may not be able to provide or continue to provide you with the products and/or services that you have signed up for and such withdrawal of consent shall constitute as your request to terminate your relationship with us.

How to contact the Group about Your Data

To contact the Group about this Privacy Policy, to request for access to Your Data, to update Your Data, to withdraw your consent, or if you wish to provide any feedback, please visit any of our branches or contact us in the following ways: –

24-hour Customer Helpline at 2449666

Email at enquiry@baiduri.com

Visit our website at www.baiduri.com

Changes and updates to this Privacy Policy

This Privacy Policy may be amended from time to time to ensure that it is applicable, up-to-date, and correctly reflects the way the Group uses Your Data or any updated laws and regulations. We will notify you of the implications of such changes, including if such changes will require additional consent from you. The Group will utilise the most recent version of this Privacy Policy in its communications, transactions, and dealings in relation to Your Data.

This Privacy Policy was last updated on 01 October 2022.

DISCLAIMER

1. The Baiduri Bank Berhad (the **"Bank" or "We"**)'s internet product and services via the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking Application (**"b.Digital Mobile Banking App"**), the iTouch service and related services and functionalities, and all the information and content on those services are provided on an "as is and "as available" basis without any warranties whether express or implied.
2. To the fullest extent permitted by applicable law, the Bank disclaims all representations and warranties relating to the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and its contents, and/or the iTouch service, including in relation to any inaccuracies or omissions, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement, or implied warranties from course of dealing or usage of trade.
3. The Bank does not warrant that the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.
4. While the Bank may use reasonable efforts to include accurate and up-to-date information and content on the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service, we make no warranties or representations as to its accuracy, timeliness, or completeness. Where applicable, geographic, political, economic, statistical, financial and exchange rate data are presented in certain cases in approximate or summary or simplified form and may change over time. Reliance has been placed by the Bank on such data obtained externally statistical data which, though believed to be correct, may not in fact be accurate. We shall not be liable for any direct, indirect, incidental, collateral, special, consequential, or punitive loss or damages, howsoever caused, resulting from or in connection with your use or any action taken, or not taken, by you or otherwise, in reliance on content or information contained in the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service.

5. The content and information contained in the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service are provided for general information only and should not be used as a basis for making any decisions. Any advice or information received via the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service should not be relied upon for decision making without consulting the primary or more accurate or up-to-date sources of information or specific professional advice. You are highly recommended to obtain such relevant professional advice where appropriate before making any decisions based on the information contained in the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service.
6. Any hypertext link from the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service exists for information purposes and is available for your convenience only. We shall not be liable for any direct, indirect, incidental, collateral, special, consequential, or punitive loss or damages for the accuracy or otherwise of materials or information contained on the pages of such sites or loss arising directly or indirectly from defects with such sites linked. The inclusion of hyperlinks does not imply in any way whatsoever any endorsement of the materials on such sites linked.
7. The Bank shall not be liable for any acts or omissions of any third parties howsoever caused, and for any direct, indirect, incidental, collateral, special, consequential or punitive loss or damages, howsoever caused, resulting from or in connection with the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service, your access to, use of or inability to use the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service, reliance on or downloading from the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service, or any delays, inaccuracies in the information or in its transmission including but not limited to damages for loss of business or profits, use, data or other intangible, even if we have been advised of the possibility of such damages.
8. The Bank shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any direct, indirect, incidental, collateral, special, consequential or punitive loss or damages suffered or incurred by you in connection with the use of the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and/or iTouch service in accordance with and subject to the Terms and Conditions of use of the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App and iTouch Service, respectively. The Bank disclaims any direct or indirect or consequential loss or damage including , without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

9. Then Bank shall not be liable to you for any direct, indirect, incidental, collateral, special, consequential, or punitive loss or damages arising from our refusal to act upon or effect any instructions given by you, due to any law, regulation, directive, notice or order of court.
10. The Bank shall not be liable to you for any direct, indirect, incidental, collateral, special, consequential, or punitive loss or damages arising from any fraudulent or unauthorised access or use of your accounts due to your negligence or failure to secure your logon credentials, iTouch verification, password, or token.
11. Notwithstanding our efforts to ensure that the Bank's system is secure, you acknowledge that all electronic data transfers are potentially susceptible to interception by others. The Bank cannot, and do not, warrant that data transfers pursuant to the b.Digital Personal Banking, b.Digital Business Banking, b.Digital Mobile Banking App, iTouch service or electronic mail transmitted to and from us, will not be monitored or read by others.
12. Please note that any software downloaded from the b.Digital Mobile Banking App is at your own risk and the Bank neither assume nor accept liability for any direct, indirect, incidental, special and consequential loss or damages, howsoever caused, as a result of any computer viruses, Trojan horses, worms, software bombs or similar items or processes arising from your use of the b.Digital Mobile Banking App , where such events result from circumstances beyond our reasonable control.