

Credit Card Cardholder Agreement

Please read this Agreement thoroughly. By retaining, signing on or using the Baiduri Bank VISA/MasterCard, you are accepting the terms and conditions of this Agreement and will be legally bound by them. Your use of the Baiduri Bank VISA/MasterCard is governed by this Agreement.

DEFINITIONS

- 1.1 When the following words are used in this Agreement, they have the meanings as respectively set out below:-
- "ATM"** an automated teller machine or card-operated machine, whether belonging to the Bank or other participating banks or financial institutions or to the VISA, Global ATM Network MasterCard Cirrus ATM network or their affiliated network, which accepts the Card.
- "Bank"** Baiduri Bank Berhad, a company incorporated in Brunei Darussalam under the Companies Act, Cap 39 and includes its successors in title.
- "Card"** a Baiduri Bank Berhad VISA/MASTER credit card issued by the Bank and includes a renewal, replacement of such card and Supplementary Card(s).
- "Card Account"** an account maintained by the Principal Cardholder with the Bank in respect of the Card.
- "Cardholder"** the person to whom a Card is issued and where the context requires, means a Principal Cardholder and/or any Supplementary Cardholder.
- "Card Transaction"** a transaction carried out whether by using the Card, the Card Account number and/or the PIN and/or otherwise, whether with or without the Principal Cardholder's knowledge or authority (including but not limited to a payment for any goods, services and/or benefits and payment for any charitable purpose and any Cash Advance).
- "Cash Advance"** a disbursement of funds in any currency whether or not in the form of cash obtained by the use of the Card.
- "Communication"** includes all notices, demands, advice, Statement of Account, Card, PIN and all other communication.
- "Combined Credit Limit"** the maximum limit permitted by the Bank in respect of which the Outstanding Balance must not exceed at any time and if the Cardholder has more than one Card Account such limit shall be the maximum limit permitted for the Outstanding Balance of all the Cardholder's Card Accounts.
- "Merchant"** means a business or organisation which accepts the Card.
- "Outstanding Balance"** the Cardholder's total liabilities owing to the Bank at any given time in connection with the Card Account(s) and/or this Agreement, including but not limited to all Card Transactions, interest, charges, fees, costs and expense (including legal costs), whether actual or contingent and whether incurred now or in the future.
- "Payment Due Date"** the date specified in the Statement of Account by which payment of the minimum payment (calculated according to clause 7.3) or Outstanding Balance is to be received by the Bank.
- "PIN"** Personal Identification Number issued by the Bank to allow the Cardholder to use the Card at an ATM to obtain Cash Advances.
- "Principal Cardholder"** the person in whose name the Card Account is maintained and at whose request one or more Supplementary Cards have been issued by the Bank to Supplementary Cardholders.
- "Statement of Account"** a Statement of Account issued by the Bank in respect of the Cardholder's Card Account specifying the Outstanding Balance, the minimum payment due for the specified period and the Payment Due Date.
- "Supplementary Card"** a Card issued to a Supplementary Cardholder.
- "Supplementary Cardholder"** the person who is issued a Supplementary Card.
- "Valid Signature"** the Cardholder's signature which is identical to the specimen signature on that Cardholder's application for the Card and includes electronic signatures where applicable and provided for at the Bank's absolute discretion.

- 1.2 (a) Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa; and reference to a person includes reference to a sole proprietor, partnership firm and company.
- (b) Headings in this Agreement for ease of reference and this Agreement are not to be interpreted by reference to the headings.

THE CARD

- 2.1 **Collection of Card**
When an application for a Card is approved by the Bank, the Bank may send the Cardholder a Card, and any renewal or replacement thereof, by ordinary post at the sole risk of the Cardholder. The Bank shall not be liable to the Cardholder for any loss or damage which the Cardholder may suffer if the Cardholder fails to receive the Card.
- 2.2 **After receipt of Card**
When the Cardholder receives the Card, the Cardholder must immediately sign on the Card at the place provided. The Cardholder is deemed to have accepted and agreed to be bound by the terms and conditions of this Agreement when the Cardholder signs, retains or uses the Card or signs the acknowledgement of receipt of the Card.
- 2.3 **Return of Card**
The Card remains the property of the Bank at all times. The Cardholder shall immediately return the Card to the Bank upon the Bank's request which request may be made at any time at the Bank's sole and absolute discretion.

USE OF THE CREDIT CARD

- 3.1 Each Credit Card remains the Bank's property at all times. The Cardholder may only use the Credit Card within the validity dates shown on the Card's face. On expiry of the Credit Card, the Cardholder must destroy the Card immediately.
- 3.2 Permitted uses
The Cardholder can use the Credit Card at any Merchant directly or at any ATM displaying the Visa/MasterCard Cards logo. The Cardholder may use their Card Account number at any Merchant by mail, telephone order, facsimile or through the internet to pay for goods or services.
- 3.3 Prohibited uses
The Cardholder must not:
- (a) give the Credit Card or Card Account number to any other person or allow any other person to use it for charges, identification or any other purpose;
 - (b) use the Credit Card to purchase anything for the purpose of resale;
 - (c) return any goods, tickets or services obtained with the Credit Card for a cash refund (except to a Merchant for credit to the Cardholder's Card Account, if that Merchant agrees or is obliged to do so);
 - (d) use the Credit Card to obtain cash from a Merchant for a transaction recorded as a purchase;
 - (e) obtain credit to the Cardholder's Card Account for any reason other than as a refund for goods or services previously purchased with the Credit Card;
 - (f) use the Credit Card if a petition for the Cardholder's bankruptcy is issued (unless the petition is no longer in force), or if the Cardholder's is unable to make the maximum required repayment in full on receipt of your monthly statement;
 - (g) use the Credit Card if it is found after having been reported as lost or stolen;
 - (h) use the Credit Card if it has been suspended or cancelled; or
 - (i) use the Credit Card for an unlawful purpose, including the purchase of goods or services prohibited by the laws of Brunei Darussalam or any other country where the Credit Card is used or where the goods or services are provided.

COMBINED CREDIT LIMIT

- 4.1 **Must not exceed Combined Credit limit**
Subject to clause 13.2, the Cardholder must not use the Card such that the Outstanding Balance exceeds the Cardholder's Combined Credit Limit at any one time.
- 4.2 **Calculating if Combined Credit Limit exceeded**
In Calculating whether the Combined Credit Limit has been exceeded, the Bank may take into account the amount of any Card Transaction which the Cardholder may have carried out but which has not been debited to the Cardholder's Card Account and any proposed Card Transaction for which the Bank has given authorization to a third party.
- 4.3 **To pay excess if combined Credit Limit exceeded**
If the Cardholder carries out any Card Transaction which results in the Combined Credit Limit being exceeded, whether with or without the prior consent of the Bank, the Cardholder must immediately pay to the Bank the amount in excess of the Combined Credit Limit in such manner and to such account as the Bank may in the Bank's sole and absolute discretion direct and the Bank may communicate this discretion to the Cardholder by any means the Bank deem fit. The Bank reserves the right, without prejudice to any of the Bank's rights or remedies, to terminate the Cardholder's Card Account forthwith without notice to the Cardholder.

FACILITIES AVAILABLE WITH THE CARD

- 5.1 **Use during validity period**
The Cardholder may use the Card to carry out Card Transactions during the validity period specified on the Card and must ensure that no one else uses the Card.
- 5.2 **Card Transaction by mail / telephone / facsimile / electronic mail etc.**
A request by mail, telephone, facsimile, electronic mail or other means of communication to a Merchant for the supply of goods and/or services to be charged to the Card Account, whether or not made or authorized by the Cardholder and whether or not a sales draft, voucher or document is signed by the Cardholder, is a valid Card Transaction and the Bank will debit the Cardholder's Card Account with such Card Transaction.
- 5.3 **Cash Advance with given limit**
The Bank may at the Bank's sole and absolute discretion allow the Cardholder to obtain Cash Advances up to such limit as the Bank may determine whether or not such limit is notified to the Cardholder.
- 5.4 **Cash Advance subject to fees and charges**
Each Cash Advance obtained is subject to the fees and charges calculated according to clause 8.
- 5.5 **Prohibited use of Card**
The Cardholder must not use the Card and/or operate the Card Account to pay the Outstanding Balance.

STATEMENT OF ACCOUNT

- 6.1 **Sending periodic Statement of Account**
- (a) The Bank will send to the Cardholder a Statement of Account on a monthly or other periodic basis as the Bank deems fit.
 - (b) For ease of receiving and viewing of statements, the credit card Statement of Account is also available via Personal Internet Banking ("PIB"). The Cardholder is required to register for this service in order to view the Cardholder's Statement of Account by way of PIB.
 - (c) If the Bank is unable to send the Cardholder a Statement of Account for any reason, the Bank may select a date in each month or other period or any other date as the Bank may deem appropriate as the Payment Due Date for the purpose of calculating interest and establishing the date when payment is due.
 - (d) The Bank shall not be liable to the Cardholder and the liability of the Cardholder to the Bank for any Card Transaction under this Agreement shall not cease if the Bank is unable or fails to send the Statement of Account to the Cardholder for any reason.
- 6.2 **Statement is conclusive and binding**
The Cardholder must inspect and examine the Statement of Account and notify the Bank of any irregularity or error in the Statement of Account within fourteen (14) days from the date of the Statement of Account, failing which the Statement of Account is conclusive evidence of the Cardholder's liability in respect of the amounts stated therein, provided that the Bank is entitled, at any time and without liability, to rectify any irregularity or errors in the Statement of Account.

PAYMENT

- 7.1 **Outstanding Balance debited to Card Account**
The Bank will debit the Outstanding Balance to the Cardholder's Card Account.
- 7.2 **Liability for Outstanding Balance**
Without prejudice to clause 7.5, the Cardholder is liable to pay the Outstanding Balance shown on a Statement of Account to be outstanding as at the date of that Statement of Account. The Cardholder may, if so determined by the Bank in the Bank's sole and absolute discretion, however, pay less than the specified Outstanding Balance but must pay at least the minimum payment (calculated according to clause 7.3) which the Bank must receive on or before the Payment Due Date. Payment made to the Bank of any sums due under this Agreement shall not be deemed to have been made until such time as the relevant amounts have been received for value by the Bank.
- 7.3 **Minimum payment**
The minimum payment amount due on a Statement of Account is calculated as follows:

Outstanding Balance	Minimum Payment
Outstanding Balance does not exceed Combined Credit Limit	Eight percent (8%) of Outstanding Balance (or a minimum of Brunei Dollars Ten (B\$10.00), whichever is greater) + total sum of zero percent (0%) instalment monthly repayments due + any outstanding minimum payment in respect of earlier Statement of Account or any part thereof
Outstanding Balance exceeds Combined Credit Limit	Eight percent (8%) of Outstanding Balance (or a minimum of Brunei Dollars Ten (B\$10.00), whichever is greater) + total sum of zero percent (0%) instalment monthly repayments due + amount in excess of Combined Credit Limit + any outstanding minimum payment in respect of earlier Statement of Account or any part thereof

Notwithstanding anything in this Agreement, the Bank reserves the right to, at the Bank's sole and absolute discretion, vary the method or formula for calculating the minimum payment due without notice to the Cardholder. If the Bank does not receive the Outstanding Balance or, as the case may be, the minimum payment amount due on or before the Bank has at law or under this Agreement, the Bank in its sole and absolute discretion and without notice to the Cardholder, suspend the Cardholder's use of the Card and refuse to approve any Card Transaction or proposed Card Transaction.

- 7.4 **Pay interest and charges if Outstanding Balance not paid in full**
If the Bank does not receive the Outstanding Balance specified in the Statement of Account in full on or before the Payment Due Date, the Cardholder must pay to the Bank the fees interests and charges specified in clause 8.

- 7.5 **Pay Outstanding Balance upon demand**
Notwithstanding and without prejudice to any other terms and conditions of this Agreement, the Cardholders must forthwith pay the Outstanding Balance upon demand by the Bank which the Bank may take at any time at the Bank's sole and absolute discretion.
- 7.6 **Payment to be made in full**
The Cardholder must pay to the Bank all sums due under this Agreement in full without any deduction or withholding (whether in respect of set off, counterclaim, taxes, charges or otherwise) unless the deduction or withholding is required by law. If a deduction or withholding is required by law, the Cardholder must immediately pay to the Bank an additional amount so that the Bank receives an amount equal to the full amount which the Bank would have received had no such deduction or withholding been made; and the Cardholder must furnish the Bank with the original official receipt of the relevant authority involved for all amount so deducted or withheld.
- 7.7 **Payment in Brunei dollars**
All payments to the Bank under this Agreement must be made in Brunei dollars. If the Bank receives a payment in a currency other than Brunei dollars, the Bank will convert it to Brunei dollars at such time and rate of exchange as the Bank may in its sole and absolute discretion adopt in accordance with the Bank's usual practise. The Cardholder must bear all exchange risks, losses, commission, fees and charges which may thereby arise and shall indemnify the Bank against all such exchange, risks, losses, commission, fees and charges.
- 7.8 **Card Transaction denominated in foreign currency**
If a Card Transaction effected by the Cardholder is denominated in a currency other than Brunei dollars, the Bank will convert it to Brunei dollars at such time and rate of exchange as the Bank may in its sole and absolute discretion adopt in accordance with the Bank's usual practice, before the bank debits it to the Cardholder's Card Account.
- 7.9 **Refund or credit**
The Bank will credit the Cardholder's Card Account with any refund in respect of a Card Transaction or any payment or other credit due to the Cardholder at such time as the Bank may determine in accordance with the Bank's usual practice after the Bank's receipt of the amount of such refund, payment or credit in Brunei and conversion to Brunei dollars, where necessary in accordance with clause 7.7. Any such refund, payment or credit credited to the Cardholder's Card Account shall not be remitted to the Cardholder unless the Bank otherwise determines but shall be applied towards the full or partial discharge of the Outstanding Balance.
- 7.10 **Taxes**
The Cardholder must pay any goods and services or other taxes or levies (if any) imposed by law or required to be paid in respect of any monies payable to or received by the Bank or any other expenses incurred by the Bank (except if prohibited by law) and the Bank is entitled to debit the same to the Card Account.

INTEREST AND CHARGES

- 8.1 **Interest**
If the Bank does not receive the Cardholder's full payment of the Outstanding Balance specified in the Statement of Account on or before the Payment Due Date, the Cardholder must pay daily interest at the rate of one point five percent (1.5%) per month on:-
- (a) the amount of each Card Transaction debited to the Card Account Transaction was effected until the date when the Bank receives full payment of the Outstanding Balance.
- 8.2 **Other Charges:-**
The Cardholder must also pay:-
- (a) **Late payment charge**
a late payment charge calculated at the fixed rate of Brunei Dollars Thirty Five (B\$35.00) per month if the Bank does not receive the Cardholder's full payment of the minimum payment amount specified in the Statement of Account on or before the Payment Due Date; and
 - (b) **Annual fee**
a non-refundable annual fee at such rate as may be determined by the Bank from time to time; and
 - (c) **Card renewal/replacement fee**
a handling fee for the renewal and replacement of the Card and/or PIN at such rate as may be determined by the Bank from time to time; and
 - (d) **Handling fee for dishonoured cheque/ payment order**
a handling fee of Brunei Dollars One Hundred (B\$100.00) if any cheque or other payment order tendered as payment to the Bank is dishonoured for any reason; and
 - (e) **Card renewal/replacement fee**
a handling fee at such rate as maybe determined by the Bank from time to time for any foreign currency payment tendered to the Bank; and
 - (f) **Interest on Cash Advance**
Interest calculated at the rate one point five (1.5%) per month on each Cash Advance from the date of the Cash Advance until the Bank receives full payment; and
 - (g) **Cash Advance Fee**
a Cash Advance fee in respect of each Cash Advance the Cardholder obtains calculated at the rate three percent (3%) of the amount of the Cash Advance subject to a minimum fee of Brunei Dollars Ten (B\$10.00); and

- (h) **Administrative fee for production of documents**
an administrative fee for the Bank's production or copying at the Cardholder's request, calculated as follows:-
As per latest tariff of charges issued by Baiduri Card Centre.
- (i) **Service charge/administrative fee**
a service charge or administrative fee for any service or facility provided by the Bank or any action taken by the Bank in carrying out any of the Cardholder's instructions and/or requests relating to the Cardholder's Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

- 8.3 **Variation of interest, fees and charges**
The Bank is entitled, at the Bank's sole and absolute discretion, to vary or determine, at any time and from time to time, the amounts, rates, types and/or basis of calculation of interest, fees and charges payable by the Cardholder under this Agreement without notice and without giving any reason. Without prejudice to the foregoing, any notice of such changes of interests, fees and charges may be contained in the Statement of Account, which shall be effective from such date specified. The Bank may debit the same to the Cardholder's Card Account and/or request that the Cardholder pay the same on demand as the Bank may deem fit.
- 8.4 **Payment of interest**
All interests and charges provided by this Agreement to be payable by the Cardholder are calculated on a three hundred and sixty-five (365) day year; and payable by the Cardholder as well after as before judgment.
- 8.5 **Additional Fees**
The Bank reserves the right to at its sole and absolute discretion impose or change or vary or charge additional fees or charges in addition to those specified above at any time and from time to time by notice in writing to the Cardholder.

PIN AND USE AT ATM

- 9.1 **Issue of PIN**
The Bank may in the Bank's sole and absolute discretion issue a PIN to the Cardholder. The Bank may send to the Cardholder the PIN by ordinary post and or any other means as determined by the Bank at the Cardholder's sole risk and the Bank shall not be liable to the Cardholder for any loss or damage suffered or incurred by the Cardholder resulting from the loss of the PIN.
- 9.2 **Not to disclose PIN**
The Cardholder must not disclose the PIN and must take all care to prevent the PIN from being disclosed to any other person.
- 9.3 **Liability for all card transaction**
The Cardholder shall be liable for all Card Transactions effected by the use of the Card or the PIN at an ATM or otherwise with or without the Cardholder's knowledge or authority.
- 9.4 **Change/terminating use of PIN**
The Bank is entitled at the Bank's sole and absolute discretion to change or terminate the Cardholder's use of the PIN at any time without giving any reason and without giving the Cardholder prior notice.

LOSS/THEFT/DISCLOSE

- 10.1 **Duty to prevent loss, theft and fraud**
The Cardholder must keep the Card in a safe and secure place and ensure that the PIN is not disclosed to any third party and Cardholder must take all steps and precaution to prevent any forgery, fraud, loss or theft in respect of or in relation to the Card and the PIN.
- 10.2 **Loss/theft/ disclosure**
If a Card is lost, stolen or used by any other person or the Cardholder's PIN is disclosed to any other person, the Cardholder must:-
- (a) immediately notify the Bank; and
 - (b) make a report to the police of the country where such loss, theft or disclosure occurred; and
 - (c) send to the Bank written confirmation of such loss, theft or disclosure together with a copy of the police report within three (3) days after the Cardholder has given to the Bank notice and made a police report.
- 10.3 **Liability for all Card Transactions**
The Cardholder shall be liable for all unauthorized Card Transactions effected following such loss, theft or disclosure, whether they are effected as a result of the unauthorized use of the Card, the PIN or otherwise and whether with or without negligence or default on the part of the Cardholder but provided that if the Bank is satisfied that such loss, theft or disclosure is not due to the Cardholder's negligence or default and that the Cardholder has fully complied with clauses 10.1 and 10.2, the Bank may agree (but shall be under no obligation to do so) at the Bank's sole and absolute discretion to waive entirely or limit so such amount determined by the Bank from time to time, the Cardholder's liability to the Bank for all unauthorized Card Transactions a result of any occurrence as per clause 10.2, provided that such waiver or limitation shall not apply to Cash Advances.

10.4 **Recovery of lost or stolen Card**
If the lost or stolen Card is recovered, the Cardholder must immediately return to the Bank the Card cut in half without using it. The Cardholder must not use the PIN after reporting to the Bank that the PIN has been disclosed to a third party.

10.5 **Issue of new Card/PIN**
The Bank may, in the Bank's sole and absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit.

TERMINATION OF CARD ACCOUNT

11.1 **The Cardholder's option to terminate**
The Cardholder may terminate the Cardholder's Card Account if the Cardholder:-
(a) gives the Bank written notice of termination; and
(b) returns to the Bank the Card cut in half; and
(c) pays to the Bank the Outstanding Balance in full (including the amount of any Card Transaction which the Cardholder has carried out but which has not been debited to the Cardholder's Card Account before the Bank receives the Cardholder's Card), provided that such termination will only take effect the Bank's receipt of the Card, and full payment of the Outstanding Balance.

11.2 **Bank's right of termination**
The Bank's entitled in the Bank's sole and absolute discretion, at any time and without giving reason or liability, to terminate the Cardholder's Card Account forthwith and/or to demand immediate payment of the Outstanding Balance, whether or not the Cardholder is in default of this Agreement and whether or not the Outstanding Balance is outstanding. If the Bank terminates the Cardholder's Card Account for any reason, the Cardholder must:-
(a) immediately return to the Bank the Card cut in half; and
(b) pay the Outstanding Balance in full (including such Card Transaction which a Cardholder has carried out but which has not been debited to the Cardholder's Card Account before the Bank receives the Cardholder's Card).

11.3 **Bank's rights not prejudiced**
The Bank's rights and remedies shall not be determined, affected or prejudiced by and the Outstanding Balance shall immediately become due and payable in the event of the Cardholder's bankruptcy, insolvency, death or other legal disability, and the Cardholder or the Cardholder's representatives shall be bound to immediately return to the Bank the Card cut in half, and pay the Outstanding Balance in full (including such Outstanding Balance and all liabilities incurred by the Cardholder or notified to the Bank after such occurrence of any of the foregoing events).

11.4 **Obligation continue**
The Bank will not refund to the Cardholder the annual or other fees in respect of the Cardholder's Card Account in the event of the termination of the Card Account by either party and the Cardholder's obligation and liabilities under this Agreement will continue notwithstanding the termination of the Cardholder's Card Account by either party for any reason.

SUPPLEMENTARY CARD

12.1 **Issue of Supplementary Card**
The Bank may issue a Supplementary Card to a person nominated by the Principal Cardholder and approved by the Bank as a Supplementary Cardholder, in which event this clause 12, in addition and without prejudice to the terms and conditions of this Agreement, applies.

12.2 (a) **Communication**
All communications will be sent or given in accordance with this Agreement to the Principal Cardholder. All communication sent or given to the Principal Cardholder is deemed to be sent or given to the Principal Cardholder and the Supplementary Cardholder.

(b) **Bound by all instruction**
The Principal Cardholder and each Supplementary Cardholder agree to be bound by all instructions and requests made or purportedly made by any of them or any third party authorized in writing by the Principal Cardholder to operate the Card Account.

12.3 **Applicable Combined Credit Limit**
The Combined Credit Limit is applicable to the Principal Cardholder and all Supplementary Cardholder must not carry out Card Transactions such that the Outstanding Balance respectively incurred by them exceeds the Combined Credit Limit.

12.4 **Principal's Cardholder's liability**
The Principal Cardholder is liable for the Outstanding Balance in respect of the Principal Cardholder's Card and all Supplementary Cards issued on the Principal Cardholder's Card Account.

12.5 **Supplementary Cardholder's liability**
A Supplementary Cardholder is liable only for that part or the Outstanding Balance in respect of the Supplementary Cardholder's Card. A Supplementary Cardholder is not liable in any way for such part of the Outstanding Balance in relation to the Card issued to the Principal Cardholder or Supplementary Card to any other Supplementary Cardholder.

12.6 **Liabilities not affected by counterclaim / set-off**
All undertakings, liabilities and obligations owing to the Bank under this Agreement by the Principal Cardholder and the Supplementary Cardholder will not be prejudiced or affected in any way by any dispute or counterclaim or right of set-off which the Principal Cardholder and the Supplementary Cardholder may have against each other.

12.7 **Discharge / waiver of liabilities**
The discharge, release or waiver of any liability of the Supplementary Cardholder of disability or incapacity of the Supplementary Cardholder or the invalidity or unenforceability of any provision of this Agreement against the Supplementary Cardholder for any reason will not prejudice or affect the undertakings, liabilities and obligations of the Principal Cardholder or the Bank's rights and remedies against the Principal Cardholder and vice versa provided always that the respective liabilities of the Principal Cardholder and the Supplementary Cardholder will only be to the extent as provided herein.

No appropriation of payment by Principal Cardholder

(a) Without prejudice to the other terms and conditions of this Agreement, the Principal Cardholder hereby agrees and/or undertakes to procure that all payment required to be paid under this Agreement from any source, will be made without any instruction to the Bank as to the manner in which such payments are to be appropriated.
(b) The Bank shall have the right, in the Bank's sole and absolute discretion, to appropriate all such payments in the manner the Bank deems fit, notwithstanding any instructions given to the Bank at the time of such payment.
(c) Without prejudice to the Bank's absolute right to appropriation, the Bank may appropriate all such payments first in reduction or extinction of such part of the Outstanding Balance incurred by the Principal Cardholder and secondly in reduction of such part of the Outstanding Balance incurred by the Supplementary Cardholder, such secondary appropriation to be in such order and in such manner as the Bank deems fit in the Bank's sole and absolute discretion.

12.9 **Disclosure of information**
Without prejudice to clause 14, the Bank is hereby authorized by the Principal Cardholder to disclose, in the Bank's sole and absolute discretion, particulars of the Principal Cardholder or the Card Account to the Supplementary Cardholder and to such other persons as the Bank deems fit to make such disclosure in the course of enforcing the Bank's rights under this Agreement or preliminary thereto.

12.10 **Termination of use of Supplementary Card**
The Principal Cardholder is entitled at any time to terminate the use of the Supplementary Cardholder's Supplementary Card, and the Supplementary Cardholder may terminate the use of the Supplementary Cardholder's Supplementary Card, at any time in accordance with clause 11.1. Unless and until the Bank receives such Supplementary Card, the Bank will not be bound by or accede to any instruction given by the Principal Cardholder or any Supplementary Cardholder to terminate the use of such Supplementary Card. The respective obligations and liabilities of the Principal Cardholder and the Supplementary Cardholder under this Agreement will continue notwithstanding that the use of such Supplementary Card is terminated.

DISCRETION

13.1 **May not allow Card Transaction**
Without prejudice to any of the Bank's rights and remedies, the Bank is entitled, at any time in the Bank's sole and absolute discretion and without giving any reason or notice, to refuse to approve any proposed Card Transaction notwithstanding that the Outstanding Balance, if the proposed Card Transaction was debited hereto, would not have exceeded the Combined Credit Limit.

13.2 **Allowing Outstanding Balance to exceed Combined Credit Limit**
Without prejudice and notwithstanding the other provisions of this Agreement, the Bank may (but shall not be under any obligation to do so) in its sole and absolute discretion allow or approve any Card Transaction which will result in the Outstanding Balance exceeding the Combined Credit Limit.

13.3 **Discretion in relation to Card/facilities**
Notwithstanding and without prejudice to the provisions of this Agreement, the Bank is entitled at any time in the Bank's sole and absolute discretion without notice and without giving any reason, to:-
(a) suspend the Cardholder's right to use the Card entirely or in respect of specified facilities; and/or
(b) increase or decrease the Combined Credit Limit; and/or
(c) refuse to re-issue, renew or replace the Card; and/or

(d) introduce, amend, vary, restrict, suspend, terminate or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the Cardholder's Card Account, whether specifically relating to a particular Cardholder or generally to all or certain specific Cardholders.

Change of Card Account number

(a) The Bank may (but shall not be obliged to do so) at the Cardholder's request or at any time without incurring any liability or giving any reason, and upon giving the Cardholder notice, change the Cardholder's Card Account number; and issue a replacement Card; and transfer the Outstanding Balance and all credits (if any) from the Cardholder's original Card Account to the new Card Account. After the Bank has given the Cardholder such notice, the Cardholder must immediately return to the Bank the Card cut in half.
(b) The Cardholder's obligations and liabilities under this Agreement will not be affected or prejudiced by such change of the Cardholder's Card Account and this Agreement and all previous direct debit authorization given to the Bank in respect of the Cardholder's former Card Account will continue to apply to the new Card Account and the Bank will continue to make such debits unless the Cardholder otherwise notifies the Bank in writing.

RELEASE OF INFORMATION

14.1 **Disclosing information relating to Cardholder**
The Bank may, whenever the Bank considers it in the Bank's interest, at any time and without liability to the Cardholder, whether before or after termination of the Cardholder's Card Account, disclose any information relating to the Cardholder or any Card Transaction or the Cardholder's Card Account or any other account which the Cardholder may have with the Bank, to any third party as the Bank may deem fit in the Bank's sole and absolute discretion, including, without prejudice to the generality of the foregoing, the Bank's branches worldwide, the Bank's related or holding companies, the Bank's servants, agents, correspondents, lawyers, accountants, professional advisor and/or independent contractors, any person authorized by the Cardholder to operate the Cardholder's Card Account, any person involved in facilitating, effecting, processing or providing any facilities or services in respect of or in connection with the Cardholder's Card Account and/or this Agreement, any member institution of VISA International Service Inc., MasterCard International Inc., any Merchant, bank or financial institution, any government agency, statutory body or authority in Brunei or elsewhere and any other person to whom the Bank considers it in the Bank's interest to make such disclosure.

Written Permission for disclosure
14.2 The Cardholder agree that the signing of the card application form by the Cardholder shall constitute the Cardholder's written permission for any such disclosure for the purpose of any disclosure required by law.

COMMUNICATION AND SERVICE OF DOCUMENTS

15.1 **Sending communication to Cardholder**
The Bank may send all communication to the Cardholder by any of the following: (1) facsimile transmission to the facsimile number as provided to the Bank by the Cardholder upon the Cardholder's application for the Card; (2) electronic mail addressed to the electronic mail address provided to the Bank by the Cardholder upon the Cardholder's application for the Card; (3) by leaving it at or by sending it by ordinary post to the address as provided to the Bank by the Cardholder or to the Cardholder's last known address in accordance with the Bank's records; or (4) any other means of electronic, internet-based and/or digital communications as may be provided for by the Bank upon notice to the Cardholder from time to time.

The facsimile number, electronic mail address, residential/office address as mentioned above respectively shall be subject to any notice of change as may be provided by the Cardholder to the Bank in accordance with clause 15.4.

15.2 **When communication deemed to be received by the Cardholder**
All communication is deemed to have been received by the Cardholder on the date of delivery if it is delivered by hand; or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to the Bank undelivered) or on the date of transmission if sent by facsimile transmission, electronic mail and/or any other internet based and/or digital communications as may be provided for in accordance with clause 15.3.

15.3 **Communication to the Bank**
(a) Unless otherwise provided in this Agreement, all communication, requests and instructions from the Cardholder must be in writing and in accordance with the Bank's prescribed procedure prevailing at that time and may be personally delivered to the Bank or sent by registered post to the Bank.
(b) Notwithstanding the aforesaid, the Bank is entitled in the Bank's sole and absolute discretion to rely and act on any communication, request or instructions which the Bank in its sole and absolute discretion believe to have been given, made or authorized by the Cardholder, whether or not given with the Cardholder's consent or authority and whether it is given or made orally (whether in person or over the telephone or by

facsimile transmission or by electronic mail or by other means of communication) and any act on the Bank's part pursuant to such communication, requests or instructions will be binding on the Cardholder's consent or authority.

(c) Unless otherwise provided in this Agreement, all communication, requests or instructions from the Cardholder take effect only one (1) banking day or such further reasonable time as the Bank may require (whether or not notified to the Cardholder) after the actual receipt by the Bank's relevant officers in charge of the subject matter of such communication, requests or instructions.

15.4 **Notify changes of particulars**
The Cardholder must notify the Bank promptly if:-
(a) the Cardholder intends to reside outside Brunei; and/or
(b) there is any change or proposed change in the particulars which the Cardholder has given to the Bank including but not limited to the Cardholder's mailing, residential and/or office address, the Cardholder's home or office telephone number, the Cardholder's employment and the Cardholder's electronic mail address), and the Cardholder must immediately provide the Bank with any or other information and documents as the Bank may require from time to time in the Bank's absolute discretion.

Service of legal process

(a) The Bank may serve a writ of summons, statement of claim or other legal process or any other document requiring personal service in respect of any action or proceeding under this Agreement on the Cardholder by leaving it at, or sending it by ordinary post to, the Cardholder's last known address (whether within or outside Brunei and whether such address is a Post Office Box or is a place of residence or business) as may be provided to the Bank or to the Bank's solicitors. Nothing in this clause shall affect the Bank's right to serve legal process in any other manner permitted by law.
(b) Such legal process or document is deemed to have been duly served on the Cardholder on the date of delivery if it is delivered by hand or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to the Bank undelivered).

APPROPRIATION OF PAYMENT/RIGHT OF SET-OFF

16.1 **Right of Appropriation**
The Bank is entitled in its sole and absolute discretion to apply and appropriate all payments received by the Bank in such manner or order or priority as the Bank may deem fit, notwithstanding any specific appropriation of such sums by the Cardholder or any person making such payment. Without prejudice to the generality of the foregoing, the Bank may apply payments received by the Bank in the following order of priority:-
(a) all unpaid interest, fees, cash advances, charges and other costs shown in any previous Statements of Account;
(b) all unpaid interest, fees, cash advances, charges and other costs shown in the current Statement of Account;
(c) all unpaid Card Transactions (excluding Cash Advances) shown in any previous Statements of Account;
(d) all Card Transactions (excluding Cash Advances) shown in the current Statement of Account;
(e) all Card Transactions not yet included in any Statement of Account

16.2 **Right of set-off**
(a) The Bank may at any time and from time to time without notice and without liability in any way to the Cardholder, combine or consolidate any one or more accounts which the Cardholder may have with the Bank and set-off or apply any monies standing to the credit of such accounts in or towards the discharge of the Outstanding Balance or vice versa.
(b) Where such combination, consolidation and/or set-off requires the conversion of one currency into another, the Bank is entitled to effect such conversion at such time and rate of exchange in accordance with the Bank's usual practice and the Cardholder must bear all exchange risks, losses, commission and other bank charges which may thereby arise.

EXCLUSION OF LIABILITY

17.1 **Goods/services supplied by Merchant**
The Cardholder shall not hold the Bank responsible for any goods or services supplied by any Merchant or the quality or performance of any goods or services pursuant to or in relation to any Card Transaction. If the Cardholder has any complaint against any Merchant, the Cardholder shall resolve such dispute with the Merchant and the Cardholder's liability owing to the Bank and the Cardholder's obligation to pay the Bank will not be affected by such dispute or any counterclaim or right of set-off which the Cardholder may have against such Merchant. The Cardholder's rights under this Agreement shall not be assigned or otherwise disposed of.

17.2 **Card not accepted by Merchant**
The Cardholder will not hold the Bank liable in any way and the Cardholder will have no claims against the Bank in the case that the Card is not accepted or honoured by any Merchant, bank, financial institution, or any other person for any reason.

17.3 **Loss/damage in connection with Card Account**
Notwithstanding any other terms and conditions of this Agreement, the Bank is not liable to the Cardholder for any loss, damage, inconvenience, action, claims, proceedings, embarrassment, injury to credit, character reputation or cost and expenses of any nature which in any way may be suffered or incurred by the Cardholder or by any other person in respect of or in connection with the Cardholder's Card Account, and/or any Card Transaction or proposed Card Transaction and/or this Agreement, including without prejudice to the generality of the foregoing, the Bank's acting or acceding to any communication, request or instructions under clause 15.3(b), any repossession of the Card or any request for its return, any malfunction or failure of any machine or system of authorization or transmission link or ATM, any damage or loss the Card, or any inability to retrieve any data or information that may be stored in the Card howsoever caused.

17.4 **Inability to perform obligations**
The Bank is not liable if the Bank is unable to perform its obligations under this Agreement, due directly or indirectly to the failure or any machine or communication system, defect or damage of the Card, industrial dispute, strikes, war, act of God, or anything outside the Bank's control or the control of the Bank's servants or agents. If the Bank is unable to produce or send a Statement of Account to the Cardholder for any reason whatsoever, the Bank is not liable to the Cardholder in any way and the Cardholder's liabilities and obligations under this Agreement will not be prejudiced and will continue to accrue.

17.5 **Act or default of agents/contractors**
The Cardholder agrees that the Bank has the absolute discretion to use such agents contractors or correspondents as the Bank deems fit to carry out or procure any of the matters or transactions governed by or contemplated in this Agreement, and the Bank is not liable to the Cardholder for any act, omission, neglect or willful default on the part of such agents, contractors and/or correspondents.

INDEMNITY

18.1 **Indemnity for loss/damage**
The Cardholder shall fully indemnify the Bank and hold the Bank harmless against any claims, actions, proceedings, demands, loss, damage, liability, cost and expense (including legal costs on a full indemnity basis) which the Bank may incur of suffer as a result of or in connection with the Cardholder's Card Account, Card Transaction and/or this Agreement, including without prejudice to the generality of the foregoing:-
(a) the Cardholder's breach of any of the Cardholder's obligations under this Agreement;
(b) the actual or attempted enforcement or protection of any Bank's rights and remedies against the Cardholder; and/or
(c) any change in any law, regulation or official directive which has an effect on the Card, the Card Account and/or this Agreement, and the same may be debited to the Cardholder's Card Account and/or shall be paid by the Cardholder on demand.

GENERAL

19.1 **Change of agreement**
(a) The Bank may at any time vary, modify, add to or delete the terms and conditions of this Agreement without the Cardholder's consent and will notify the Cardholder or any such changes in such manner as the Bank may, in its absolute discretion deem fit.
(b) If the Cardholder does not accept such changes, the Cardholder may terminate the Cardholder's Card Account in accordance with clause 11 within ten (10) days after the Cardholder has given such notice of change.
(c) If the Cardholder retains or use the card or the PIN or otherwise operate the Card Account after the Bank has given such notice of change, the Cardholder will be deemed to have accepted such changes without reservation.

19.2 **Rights are cumulative**
The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

No waiver of Bank's rights

(a) No failure on the Bank's part to exercise and no delay on the Bank's part in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy of the exercise of any other right or remedy.
(b) Any waiver by the Bank of the Bank's rights or remedies in respect of any term of this Agreement or any breach of this Agreement in the Bank's part must be in writing and may be given subject to such terms and conditions as the Bank may deem fit and is effective only in the instance and for the purpose for which it is given.

19.4 **Bank's Records are conclusive and binding**
The Bank's records (including computer and microfilm stored records) of all matters relating to the Cardholder, any Card Transaction, the Cardholder's Card and/or the Cardholder's Card Account and/or the Cardholder is conclusive evidence of such matters and is binding against the Cardholder for all purpose, save for manifest error, subject to the Bank's right to rectify any

error or omission therein and the Bank's right to adduce other evidence. The Cardholder hereby agrees not to at any time dispute the authenticity or accuracy or any computer output relied upon by the Bank for any purpose whatsoever. The Bank may, in its absolute discretion, destroy any documents relating to any Card Transaction or the Cardholder's Card Account after microfilming or otherwise recording the same in such manner as the Bank may deem fit as well as to destroy such microfilm and records at any time.

19.5 **Provisions are severable**
Each of the terms and conditions of this agreement is severable and distinct from one another and if at any time any one or more of the terms and conditions of the Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.

19.6 **Recording Telephone Calls**
The Cardholder hereby consents to the Bank's recording of the Cardholder's telephone calls with the Bank and to their use for any purpose as the Bank deems fit including their use as evidence in any proceedings against the Cardholder or any other person.

19.7 **Bound by other terms and conditions**
The Cardholder agree to be bound by all terms and conditions ("Other Terms and Conditions") governing the use of such facilities, benefits or services, which may from time to time be made available to the Cardholder by the Bank in connection with the Cardholder's Card Account, as the same may be amended or varied from time to time. If there is any conflict between this Agreement and the other Terms and Conditions, the former will prevail and apply and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of this Agreement. Unless otherwise provided by this Agreement, nothing in this Agreement will affect the validity and enforceability of the Bank's rights or remedies under the Other Terms and Conditions which will continue to apply.

19.8 **Governing Law**
This Agreement is governed by and read subject to Brunei law and the Cardholder hereby submits irrevocably to the non-exclusive jurisdiction of the Brunei courts.

19.9 **Use of Valid Signature**
Where the Cardholder is required to sign any document as provided for by this Agreement, including but not limited to Cards; applications; acknowledgements; sales drafts; vouchers and/or any other document whether physical or digital (as provided for by the Bank at its sole and absolute discretion), the Cardholder shall do so using the Valid Signature. In the case that the Bank has any reasonable grounds to believe that the signature provided is not a Valid Signature, the Bank reserves the right at its sole and absolute discretion to refuse acceptance of any of the aforementioned documents and to request for the Cardholder to resign and/or re-submit the same. In the case that the Cardholder changes the Cardholder's signature, the Cardholder shall immediately inform the Bank of such and provide a latest specimen signature.

SUPPLEMENTARY CONDITION

20.1 **Legal Fees and Other Expenses**
The Cardholder shall pay to the Bank on a full indemnity basis all legal costs, fees and expenses incurred by the Bank in enforcing any or all of its rights under this Agreement including but not limited to all costs, fees and expenses paid by the Bank to its solicitors and debt collection agents whether or not court proceeding have been commenced by the Bank to recover any sums outstanding under this Agreement.

20.2 **Authorisation to Deduct**
The Cardholder hereby fully authorizes the Bank to directly deduct from the Cardholder's Account with the Bank on a monthly basis a sum representing the minimum payment equal to eight percent (8%) of the total spending charged to the Card for the month immediately preceding plus agreed interest thereon and/or amount which shall exceed the Cardholder's approved Credit Limit including agreed interest thereon. Further, the Cardholder also fully authorizes the Bank to directly deduct from the Cardholder's Account with the Bank any other amounts including financial, administrative and other charges which the Bank may properly incur under the Cardholder's Agreement. The authorisation is irrevocable without the prior written consent of the Bank.