

Terms and Conditions

b.Digital Personal Mobile App

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: -
 - a. entering at the Bank’s request, such log on credentials which you have created when registering for the b.Digital or iTouch service;
 - b. 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;
 - c. 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. In order 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:
 - a. check your account balance;
 - b. view up to the last 90 transactions and/or up to a maximum of 90 days on your account;
 - c. 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;
 - d. view, send and delete secure messages in your message inbox within the b.Digital Mobile Banking App;
 - e. 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.
 - f. make an application for the Bank's available products in accordance with the Bank's prescribed forms and any other pre-requisites;
 - g. 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.
 - h. 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 at all times 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:
 - a. never writing down or otherwise recording your security details in a way that can be easily accessible to a third party;
 - b. keeping your security details safe and unique to the b.Digital Service and b.Digital Mobile Banking App;
 - c. not disclosing your security details to anyone;
 - d. complying with all reasonable instructions the Bank issues from time to time regarding keeping your security details safe;
 - e. 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;
 - f. logging out of the b.Digital Mobile Banking App once you have finished using the b.Digital Mobile Banking App services, and in particular not leaving 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: -
 - a. you acting fraudulently;
 - b. you intentionally or with gross negligence failing to use the b.Digital Mobile Banking App in accordance with the App Terms; or
 - c. you 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: -
 - a. the Bank has concerns about the security of the b. Digital Mobile Banking App or b.Digital Service;
 - b. 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: -
 - a. if you breach any of the App terms or any other terms and conditions of the Bank;
 - b. you are, or the Bank reasonable suspects you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
 - c. your account is, or the Bank reasonably suspects your account is, being used for an illegal purpose;
 - d. you are, or the Bank reasonably suspects you may be, acting fraudulently;
 - e. the Bank has reasonable grounds to suspect that your security details have not been kept safe;
 - f. your banking practices or activities are against anti-money laundering requirements;
 - g. if there has been or the Bank suspects there has been suspicious activity on your account;
 - h. the Bank has reasonable grounds to suspect unauthorized or fraudulent use of your security details; or
 - i. 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:
 - o to enter into the App Terms and any other related terms and conditions herein mentioned in this App Terms;
 - o to access or use any product or services including those accessible through our b.Digital Mobile Banking App;
 - o 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.

b.Digital Personal Service

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. ½ 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

- E. 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.
1. 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.
 2. 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).
 3. 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.
 4. 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.
 5. 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.
 6. 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.

7. 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:- (i) the Customer expressly agrees and consents to the disclosure of the details of the BFB Accounts to the Bank and to the Bank executing the Transactions for the BFB Accounts; (ii) the Bank, by allowing the use of the b.Digital 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; (iii) the Customer hereby agrees to indemnify and keep the Bank indemnified on a full indemnity basis against all claims, actions, losses, liabilities, damages, costs and expenses made against or suffered or incurred by the Bank as a result of or in connection with the use of the 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)

F. 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 will be able to 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.

G. 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 $\frac{1}{2}$ 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.

H. 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.

I. 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.

J. NOTICE AND DISCLAIMER

COPYRIGHT AND TRADEMARK NOTICES

1. All the trade marks, 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 trade mark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any Bank's website or any other website.

DISCLAIMER

2. The Bank makes no representation or warranty of any kind, express or implied regarding this website or the services provided under the b.Digital 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 a fuller 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

6. 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.

iTouch Authentication Service (using Fingerprint scanning and Face ID)

1. These terms and conditions ("**Terms**") apply to and regulate the use of the iTouch authentication service ("**iTouch service**") provided by Baiduri Bank Berhad ("**the Bank**"). The iTouch is a user identity verification process that involves a biological input or scanning or analysis of some part of the body which includes, but is not limited to, Fingerprint and Face ID.
2. The iTouch service is provided as part of the Bank's service, and shall be read in conjunction with and as a supplement to the **Bank's b.Digital Business Banking terms and conditions, the Bank's b.Digital Personal Banking terms and conditions (as applicable), terms and conditions governing accounts, b.Digital Mobile Banking Application terms and conditions, the Bank's Disclaimer and Privacy Policy** (as each may be varied, modified and supplemented from time to time) and any other applicable terms and conditions that the Bank deem apply and informs you.
3. In the event of any conflict or inconsistency, these Terms shall prevail over all other terms and conditions to the extent of such conflict or inconsistency.
4. You must accept and agree to these Terms before you are able to use the iTouch service. By accepting and agreeing to these Terms, you acknowledge and agree that you have successfully registered/activated the iTouch service and your iTouch authentication can be used to access the Bank's b.Digital Mobile Banking Application services for transactions such as login, account inquiry and serves as an instruction for any other transactions as may be determined by the Bank at its absolute discretion from time to time using the Fingerprints or Face ID registered with your mobile device .
5. The iTouch service is a mobile banking application, available only to customers using a mobile device with Fingerprint and Face ID recognition feature.
6. To use the iTouch service, you will need to: -
 - o be a customer of the Bank and a valid user of the Baiduri b.Digital Service;
 - o have installed the Bank's b.Digital Mobile Banking Application on your mobile device;
 - o activate the Fingerprint and/or Face ID recognition functions on your mobile device and have at least one Fingerprint and/or Face ID registered on your mobile device;
 - o ensure that only your Fingerprints and/or Face ID is stored on your mobile device to access the device and you understand that upon the successful registration of your mobile device, any Fingerprint or Face ID that is stored on your mobile device can be used to access the Bank's b.Digital Mobile Banking including access to your accounts; and comply with these Terms.
7. You understand the need to protect and secure your mobile device at all times. Once your mobile device is successfully registered with the iTouch service, your Bank's b.Digital Mobile Banking Application services can be accessed with the Fingerprints or your Face registered in your mobile phone. You may however still choose to access the Bank's b.Digital Mobile Banking Application using your online/mobile banking username and password.
8. In registering for the Fingerprint and Face ID, you expressly consent and deemed to have consented for your Fingerprint and Face ID to be applied across all of your banking access by enabling it within the Bank's b.Digital Mobile Banking Application on your device. Each time the Bank's b.Digital Mobile Banking Application detects the use of a Fingerprint or Face ID registered on a mobile phone device on which you have registered for the Bank iTouch service to access our b.Digital Mobile Banking Application services or authorize transactions, you are deemed to have accessed the mobile banking services and/or instructed us to perform such transactions as the case may be.
9. You are advised NOT to register any third party(ies)'s fingerprints or any third party(s) face ID in your mobile, as by such registration, the third party(s) may be able to access your Bank's Applications, to which the Bank shall not be held responsible whatsoever for such third party(ies) access or any losses or damages incurred by you as a result of such access.
10. You acknowledge and agree that, for the purposes of the iTouch service, the b.Digital Mobile Banking Application will be accessing the fingerprints or face registered in your mobile device, and you hereby consent to the Bank accessing and using such information of the provision of the iTouch service.
11. The Bank expressly and impliedly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from the use of, the iTouch service or in relation to the processing of or any other matter relating to any iTouch service request ("**the Request**"). Without prejudice to the foregoing, the acceptance by the Bank of your submission of a Request does not amount to a representation or warranty by the Bank that: -
 - o the iTouch service will meet your requirements;
 - o the iTouch service will always be available, accessible, function or inter-operate with any network infrastructure, system or such other services as the Bank may offer from time to time;
 - o your use of the iTouch service or the Bank's processing of any Request will be uninterrupted, timely, secure or free of any virus or error.
12. You acknowledge and agree that, to the extent permitted under applicable law, the Bank shall not be liable to you for any and all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any

matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with:

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

Privacy Policy

1. Access to the b.Digital Mobile Banking App, use of the services offered on the b.Digital Mobile Banking App and/or iTouch services by the Bank and/or its group of companies is subject to this Privacy Policy. By accessing the b.Digital Mobile Banking App and/or iTouch services offered, you are deemed to have accepted this Privacy Policy, and in particular, you are deemed to have consented to the Bank's use and disclosure of your personal information in the manner prescribed in this Privacy Policy. The Bank reserves the right to amend this Privacy Policy from time to time.

If you disagree with any part of this Privacy Policy, you must immediately discontinue your access to the b.Digital Mobile Banking App and/or iTouch services.

2. For the purposes of this part, personal information consists of any details the Bank collects and holds about you, either directly, indirectly, through any interactions, transactions or dealings with the Bank, information via third parties, public-domain, website, b.Digital Mobile Banking App, iTouch service, online banking, or any other of the Bank's associated services or products.
3. By registering for or using the b.Digital Mobile Banking App and/or iTouch services, you acknowledge and accept that disclosure of your personal information to the Bank, its affiliates or participants or such other third party is for the purpose of providing you with the b.Digital Mobile Banking App and/or iTouch services. A disclosure and use of such information may be necessary or inevitable for the purposes of giving effect to any electronic instruction from you and/or to facilitate or enable your use of the b.Digital Mobile Banking App and/or iTouch services and/or to effect or improve the provision of its products or services and to keep you updated of any new products, services or developments or any other purpose(s) the Bank deems appropriate. Failure to allow such disclosure, access to or use of your information may result in our inability to offer or continue to offer the b.Digital Mobile Banking App and/or iTouch services to you.
4. To preserve the confidentiality of all personal information, the Bank observes and maintains the following privacy principles: -
 - the Bank will collect personal information that are relevant for the purposes relating to the provision of i-Banking, b.Digital Mobile Banking App, iTouch services or related products;
 - the Bank will aim to ensure that personal data are accurate and up to date;
 - the Bank will not disclose your personal information to any person unless (a) we have your written consent and (b) to the government or regulators; (c) required or permitted by law;
 - the Bank may disclose your personal information to Bank's affiliates or agents as permitted by law;
 - your personal information will be protected against unauthorized or accidental access, disclosure, copying, use, or modification or theft by anyone, including our staff;
 - you have the rights of access to and for correction of your personal information kept by the Bank.
5. You agree to provide the Bank with any information or documentation that it may reasonably request relating to your use of the b.Digital Mobile Banking App and/or iTouch services and shall cooperate with the Bank in any related investigation or litigation.
6. In relation to marketing promotions, the Bank may occasionally collect personal information from you when you visit or access the b.Digital -Banking and b.Digital Mobile Banking App or when you participate in a contest or promotion. The Bank will only collect personal information from you if you voluntarily provide it to us. The Bank may use your personal information to inform you of products, services or other marketing material, which it thinks, may be of interest to you. You may choose to receive marketing material or other promotional materials by email. If you receive email or promotional direct mailings, you have the option to opt-out by contacting the Bank.
7. The Bank's privacy policy supplements the terms of and is in addition to any other consents which you may have previously provided to the Bank pursuant to the Bank's **b.Digital Business Banking terms and conditions or the Bank's b.Digital Personal Banking terms and conditions, terms and conditions governing accounts, b.Digital Mobile Banking Application terms and conditions, and the iTouch terms and conditions (as and if applicable)** (as each may be varied, modified and supplemented from time to time) and any other applicable terms and conditions that the Bank deems applicable and informs you.

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.