

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

1. These terms and conditions (“**App Terms**”) apply to and regulate any account or service you access using the Bank’s b.Digital Mobile Banking Application (“**or b.Digital Mobile Banking App**”) in addition to the **Terms and Conditions Governing Accounts, Baiduri b.Digital Business Terms and Conditions, Baiduri b.Digital Terms and Conditions (as applicable), the Bank’s iTouch Authentication Service Terms and Conditions, the Bank’s Disclaimer and Privacy Policy** (as each may be varied, modified and supplemented from time to time) and any other applicable terms and conditions that the Bank deems will apply and informs you . The use and continued access of the b.Digital Mobile Banking App constitutes acceptance of the App Terms.
2. In the event of a conflict between the App Terms and other terms and conditions (including but not limited to) those described in Section 1 above, the App Terms will prevail to the extent of such conflict and inconsistency.
3. You must be a customer of the Bank with subscriptions to the Bank's products to qualify for use of the b.Digital Mobile Banking App. The b. Digital Mobile Banking App can be used on a mobile device running an operating system supported and specified by us from time to time, from which you can access the b.Digital Service.
4. The b.Digital Mobile Banking App allows you to access to the Bank's b.Digital Service in a format which is easier to view on a mobile device.
5. You can log on to the b.Digital Mobile Banking App by: -
  - (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:

- to enter into the App Terms and any other related terms and conditions herein mentioned in this App Terms;
- to access or use any product or services including those accessible through our b.Digital Mobile Banking App;
- about any features of any product (including the interest rate or any fees or costs payable under it).

19. The Bank reserves the rights, without prior notice to you, to change, revise or modify the b.Digital Mobile Banking App and/or App Terms ("**Variations**"), at any time and from time to time hereafter, and you shall be bound by all changes made.

20. If any part of the App Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining App Terms.

21. You agree to view App Terms regularly and your continued access or use of the b.Digital Mobile Banking App after any such additions, modifications, deletions or variations become effective will constitute your acceptance to the Variations of the App Terms

22. The App Terms shall be governed and construed in all respects in accordance with the laws of Brunei Darussalam in effect for the time being and the Customer hereby submits to the non-exclusive jurisdiction of the Court of Brunei Darussalam.