

## **BAIDURI PERSONAL I-BANKING TERMS AND CONDITIONS**

### **A. GENERAL**

1. Baiduri Bank Group ("the Bank") may at its sole and absolute discretion make available to customer who has opened one or more accounts with the Bank ("the Customer") the use of Baiduri Personal i-Banking 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 i-Banking 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 i-Banking 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 i-Banking 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 i-Banking 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 i-Banking 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 i-Banking 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 i-Banking Service by giving a written notice to the other and upon giving of such notice, the i-Banking 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.
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 i-Banking Service is terminated/ closed for any reason whatsoever, the i-Banking 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 i-Banking Service are subject to the following daily fund transfer limit and such limit imposed may be varied by the Bank from time to time at its absolute discretion. Subject to the Bank's rights to vary the limits, the aggregate total maximum daily transfer and withdrawal limit for all the Customer's accounts is BND20,000.00 (BRUNEI DOLLARS: TWENTY THOUSAND ONLY), which is apportioned to such services as follows:-
2.
  - a. Fund Transfer within Baiduri Bank Group, other local bank in Brunei and abroad via Telegraphic Transfer maximum BND150,000.00 (BRUNEI DOLLARS: ONE HUNDRED AND FIFTY THOUSAND ONLY) per day.
  - b. Bill Payment - maximum BND50,000.00 (BRUNEI DOLLARS: FIFTY THOUSAND ONLY) per day.
  - c. MCC Top Up and Prepaid Top Up- maximum BND5,000.00 (BRUNEI DOLLARS: FIVE THOUSAND ONLY) per day.

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.

3. 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.
4. 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).
5. The Bank reserves the right at any time and from time to time to, without giving prior notice, (i) set, vary or cancel monetary limits as specified in clause 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 i-Banking Service.
6. Any transaction instructed by the Customer to be made, performed, processed or effected by with or through the use of the i-Banking Service prior to the relevant cut-off time as designated by the Bank from time to time at its sole discretion on any given day will in most cases be effected, entered, shown or recorded in the Bank on the same day. Transactions may take longer to be processed and effected if they are instructed after the cut-off time, or instructed on a Saturday, Sunday, public holiday or a non-banking day or if the other receiving banks or billing organizations do not process the transactions as soon as they receive the details of such transactions.
7. The Bank reserves the right to decline, refuse or to delay the performance of any transaction requested by the Customer through the i-Banking 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.

## **E. SECURITY AND CONFIDENTIALITY**

1. The Bank has no duty to check for and shall not be liable for, errors or omissions made by the Customer or the duplication of any instruction by the Customer.
2. The Bank may refuse to execute any instruction where the Bank reasonably doubts its contents, authorization, origination or its compliance with the procedures.

3. If the Customer informs the Bank that the Customer wishes to recall, cancel or vary an instruction after it has been received by the Bank, the Bank may (but is not obliged to) use its reasonable efforts to assist the Customer to do so, and shall not be liable for any loss, cost or expense suffered by the Customer if the Bank does not or is unable to vary, cancel or recall that instruction. The Customer hereby agrees to indemnify the Bank against any loss, liability, claim or expense (including legal fees) it may incur in connection with assisting the Customer to recall, cancel or varying an instruction.
4. The Customer is advised not to give instructions or directions to the Bank to perform a transaction or otherwise or in respect of any matter concerning the Customer's accounts via e-mail. The Bank is under no obligation whatsoever to the Customer to act on any instructions or directions received via e-mail or to reply to any e-mail inquiries (whether digitally signed or not) from the Customer.
5. Once the Customer's application to use i-Banking Service has been approved by the Bank, the Bank will provide the Customer with the Baiduri Personal i-Banking Service Personal Identification Number (PIN), User ID and Token. The Customer is allowed access to the Service and to perform any available banking transaction once the PIN, User ID and Token ID are correctly keyed in by the Customer and the Customer has agreed with terms and conditions stated therein.
6. The Bank may at anytime at its sole and absolute discretion terminate, suspend or vary any service provided under the i-Banking Service or invalidate or replace any of the PIN, User ID and Token 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 termination, suspension, variation, invalidation or replacement.
7. The PIN, User ID and Token shall only be used by the Customer of the i-Banking Service to whom the PIN, User ID and Token are issued and provided to the Customer at the request of the Customer. Authorization by the Customer to a third party to collect the PIN, User ID and Token will not be allowed by the Bank.
8. The Customer shall exercise extreme care and precaution to prevent the disclosure or unauthorized use by third parties of the PIN, User ID and Token. The token shall be kept in a secure place under lock and key by the Customer if not used.
9. The Customer shall notify the Bank immediately if any of the PIN, User ID or 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 i-Banking 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 i-Banking Service. If the Customer leaves the computer terminal, the Customer must log off the i-Banking Service first. The Customer shall ensure that the Customer has logged off from the i-Banking Service at the end of every session.
11. In the case of a joint account, if the Customer to whom the PIN, User ID and Token were issued by the Bank 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 PIN, User ID or 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 i-Banking 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 i-Banking Service including adoption of security measures recommended from time to time by the providers of such browsers.

## F. LIABILITY AND INDEMNITY

1. The Customer shall notify The Bank immediately upon receipt of data or through the i-Banking 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 i-Banking Service or any unauthorised transaction or of a breach or potential breach of security to the i-Banking Services, and the Bank shall not be responsible or liable for loss damage or embarrassment caused to the Customer arising from the above.
3. The token is the property of the Bank at all times. Upon termination of the use of the i-Banking, the Customer shall return the token to the Bank immediately. The Bank may levy a charge as the Bank shall decide for the loss or replacement of token.
4. The Bank's records and any records of the instructions, communication, operations made or performed, processed or effected through i-Banking 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 i-Banking 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.
5. The Customer's instructions to the Bank effected through the i-Banking Service shall be irrevocable and binding on the Customer upon transmission of the same by the Customer.
6. 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 i-Banking 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.
7. 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 i-Banking 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 i-Banking Service is accessed from, and shall pay such monies to the Bank immediately on demand.
8. 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 i-Banking Service, including, without limitation to the Bank's website, the i-Banking Service website and all contents and any updates thereof.
9. 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 i-Banking 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 i-Banking Service.

10. The Customer shall not post or transfer to the Bank's i-Banking website (nor include in any message) any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. The Customer shall indemnify the Bank in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of the Customer's obligations under this clause, including but not limited to, any claims made against the Bank by any third party.

## **G. RESPONSIBILITY**

1. The Bank does not guarantee access to any communications, processing or transaction system including that provided by the Bank and accepts no liability to the Customer for any period when any such communication system is unavailable or disrupted or for any related delays or disruption. The Customer is solely responsible for all consequences arising from or in connection with the use of the i-Banking 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 i-Banking 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.