

# **BAIDURI BANK BERHAD**

## **TERMS AND CONDITIONS GOVERNING ELECTRONIC STATEMENTS**

The Customer agrees to be bound by the following terms and conditions contained governing the use of the Baiduri Bank Berhad (“the Bank”) Electronic Statement Facility (the "**eStatement Facility**").

References to the “Customer” herein shall apply to each account holder and to holders of joint-alternate accounts and shall be read to mean the person or persons in whose name the account or joint-alternate account is maintained, and includes the successors or personal representatives of such person.

The **eStatement Facility** means the Bank’s online viewing facility wherein the Bank will provide the viewing of the Customer’s (a) monthly (or such other period as determined by the Bank) statement of account(s) (the "**eStatement of Account**"); and/or (b) where applicable, transaction records and advices (the “**eAdvices**”) in an electronic form, which may be accessed through the Bank’s internet banking service ("**Personal i-Banking Services**") and/or such other channel(s) as the Bank may designate from time to time by notice in writing to the Customer (eStatement of Account and eAdvices shall be collectively referred to as "**Electronic Statement**").

1. By using the eStatement Facility, the Customer is deemed to have agreed to be bound by:
  - a. the general terms and conditions governing the eStatement Facility set out herein;
  - b. the Bank’s Personal i-Banking Services Terms and Conditions;
  - c. the General Terms and Conditions Governing Accounts
  - d. all terms and conditions governing the facilities in respect of which the Electronic Statement is issued, other facilities, benefits or services that the Bank may from time to time make available to the Customer in connection with the eStatement Facility; and
  - e. all laws, rules, regulations and official issuances applicable to the eStatement Facility, now existing or which may hereinafter be enacted, issued or enforced.

2. The Customer understands that the Customer must be enrolled for the Personal i-Banking Services in order to use the eStatement Facility.
3. The Customer agrees that the Bank has the absolute discretion to make the eStatement Facility available to the Customer on such terms as the Bank may notify the Customer, including automatically enrolling the Customer into the eStatement Facility.
4. Upon the Customer's enrolment into the eStatement Facility, the Customer's paper based statements of account and, where applicable, transaction records and advices may cease to be generated on such date as may be decided by the Bank in its sole discretion.
5. For deposit and current account, in the case of a joint-alternate account where any of the joint account holders can operate the account independently, the Customer acknowledges that each joint account holder can apply for the eStatement Facility singly, without obtaining consent from the other account holders to operate such eStatement Facility. In such event, should the Customer wish to cancel the eStatement Facility, the Customer acknowledges that the same joint account holder who has applied for the eStatement Facility will have to effect cancellation of the eStatement Facility personally at any of the Bank's branches. The eStatement Facility shall not be available to joint accounts where the joint account holders must operate the account jointly.
6. The eStatement of Account shall only be available for viewing after the applicable cycle cut-off date and the eAdvice (where applicable) shall only be available for viewing after the transaction date ("**Statement Date**"). The Electronic Statement(s) shall remain available for viewing for a period of 7 years (or for such period as decided by the Bank and notified to the Customer) from the applicable Statement Date or for such period as the Bank may determine.
7. The availability of the Electronic Statement via Personal i-Banking Services and/or such other channel(s) as the Bank may designate from time to time by notice in writing to the Customer, shall be deemed the date of delivery and date of receipt of the monthly (or such other periodic) Statement of Account(s).

8. In some circumstances or upon the occurrence of certain events as determined by the Bank, the Bank may send to the Customer the paper based statement of account, transaction records or advice to the Customer's last known or recorded mailing address. The Customer agrees to accept and view the statement of account, transaction records or advice.
9. The Bank has the discretion from time to time and upon giving notice to the Customer to modify, restrict or vary the eStatement Facility without giving any reason and the Customer understands that by using the eStatement Facility after any modification or change has been effected, the Customer is indicating the Customer's acceptance of and agreement to such modification or change.
10. The Bank may without giving any reason cancel, suspend or discontinue the Customer's use of the eStatement Facility at any time with or without prior notice to the Customer. Where the Customer has not been given prior notice, the Bank shall as soon as practicable give notice to the Customer of such cancellation, suspension or discontinuation by such notification method as the Bank may choose, including through the Personal i-Banking Services, in local newspapers, in displays at its branches or via publication through any media. Such cancellation shall be effective on and from the date specified in the notice.
11. The Customer may cancel the Customer's use of the eStatement Facility by giving the Bank seven (7) days prior written notice. Cancellation will not affect any rights or obligations accrued prior to the effective date of cancellation.
12. Upon cancellation, the Bank shall use its reasonable endeavours to generate and send paper based statement of account, transaction records or advice to the Customer's last known or recorded mailing address by the next relevant Statement Date or, as the case may be, Transaction Date. However, the Customer understands that the cancellation of the eStatement Facility may not take effect immediately, subject to the processing times of such cancellation request by the Bank. Therefore, if the cycle cut-off date falls within the processing period, Electronic Statements may continue to be sent to the Customer.

13. The Bank reserves the right to impose upon the Customer a fee for issuing paper based the statement of account, transaction records or advice at its discretion at any time upon giving notice to the Customer.
14. The Bank reserves the right to impose a fee for the eStatement Facility at its discretion at any time upon giving notice to the Customer.
15. The Bank may without giving any reason vary these Terms and Conditions at any time with or without prior notice to the Customer. Where the Bank has not given prior notice, the Bank shall as soon as practicable give notice of such amendments, deletions and additions to the Customer by such notification method as the Bank may choose, including through Personal i-Banking Services, in local newspapers, in displays at its branches or via publication through any media. Such amendments, deletions and additions shall be effective on and from the date specified in the notice.
16. The Customer agrees to indemnify and hold harmless the Bank from and against any and all claims, liabilities, damages (actual and consequential), losses, fines, and expenses (including, but not limited to, legal and other professional fees and costs of investigation) arising from or in any way related to the Customer's use of the eStatement Facility and to indemnify the Bank at all times against, all actions, proceedings, claims, losses, liabilities, damages, costs and expenses, which may be brought against the Bank and/or pay the Bank on a full indemnity basis costs and expenses suffered or incurred by the Bank and arising out of or in connection with the Bank's provision of the eStatement Facility unless due to the wilful default of the Bank, and such indemnity shall continue notwithstanding the termination of the eStatement Facility and or the relationship of Bank and Customer. If the Bank retains or engages solicitors to enforce or protect any of its rights or advise it on matters and/or disputes relating to the eStatement Facility, whether or not judicial or other proceedings are actually taken, the Customer shall indemnify the Bank for all costs, fees and charges arising therefrom or incidental thereto (including but without limitation to legal costs and expenses) on a full indemnity basis.

17. The Customer assumes all risks associated with use of the eStatement Facility. The Bank shall not be liable or responsible for failure of the eStatement Facility to function properly or for any errors, disruption, unavailability of service that may result in the eStatement being incomplete, delayed or unavailable. The eStatement Facility is provided “as is” and “as available” basis. The Bank disclaims all warranties, express and implied, including but not limited to any warranties of quality or accuracy of information.
18. The Bank DOES NOT warrant that the eStatement Facility and/or Electronic Statement will be error free, uninterrupted, free from spyware, malware, adware, viruses, worms or other malicious code or will function to meet the Customer’s requirements. Information obtained by the Customer from the eStatement Facility and/or Electronic Statement will not create any warranties and the Customer assumes all risks associated with the use of the eStatement Facility.
19. The terms hereof shall be read together with the terms of any Account opening form, application form, the Terms and Conditions Governing Accounts and the Personal i-Banking Services Terms and Conditions. In the event of any conflict between the terms hereof and the terms of any Account opening form, application form, Terms and Conditions Governing Accounts and Personal i-Banking Services Terms and Conditions, the terms hereof will apply unless otherwise decided otherwise by the Bank at the Bank’s sole discretion.
20. These Terms and Conditions 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.