BIBD DEBIT CARDS
TERMS AND CONDITIONS

BIBD DEBIT MASTERCARD TERMS AND CONDITIONS

The Customer acknowledges that in applying for a Debit Card with Bank Islam Brunei Darussalam Berhad ("BIBD"), the Customer shall agree to abide by the following Terms and Conditions ("Terms") governing the use of the Debit Card ("the Card").

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1. Definition

1.1 In these Terms and Conditions:

"Account" means the Current Account or Savings Account which is linked or tagged to the Card as defined below;

"Al-Wakalah" means the Shariah concept whereby the Bank acts on behalf of the Cardholder to administer the Cardholder's payment to the Merchant and managing the Card Account;

"ATM" means the Automated Teller Machine or any card-operated machine which accepts the Card including but not limited to machines belonging to the Bank or to the Mastercard's ATM network;

"Bank" means Bank Islam Brunei Darussalam Berhad, its subsidiaries, its successors and permitted assigns;

"BIBD NEXGEN Wallet" means the Mobile Internet Banking system which enables the Customer to communicate with BIBD through any electronic medium or form of telecommunications;

"BIBD NEXGEN Online" means the Retail Internet Banking system which enables the Customer to effect transactions online through any electronic medium of payment offered by the Bank;

"Card" means BIBD Debit Mastercard of all types or range, issued by the Bank pursuant to these Terms including a Card issued by the Bank by special arrangement with an association, club or any legal entity and renewal or replacement thereof;

"Card Transaction" means any payment made or Cash Withdrawal made or any amount charged for any goods and/or services through or from the use of the Card or the PIN or in any other form, including but not limited to online, mail, telephone or reservations, regardless of whether a sale draft or cash advance/disbursement or other voucher or form is signed or not by the Cardholder;

"Cardholder" means the person to whom a Card is issued including sole-proprietors;

"Cardholder Not Present Transaction or Card Not Present" means a transaction which is made without the physical presence of a Merchant. The transactions can be made over the telephone or online/internet;

"Cash Withdrawal" means any cash withdrawal made with the Card within the limits set by the Bank in any currency, in cash or other form of payment, obtained with the use of the Card at ATMs, the Bank, or other financial institutions;

"Cash/Money Transfer" means any non-physical Cash Withdrawal and/or direct cash/money transferred or remitted from the use of the Card within the limits prescribed by the Bank in any currency or other form of payment obtained with the use of the Card made available by any online website;

"Communication" means any form of notice or correspondence issued by the Bank including but not limited to statements, requests, reminders, telephone calls, electronic or digital communication e-mail, chat through the BIBD NEXGEN Wallet, Short Message Services ("**SMSs**") provided by telecommunications providers to the Cardholder;

"Contactless Card" means a Card which comes with contactless payment features and bearing a distinctive contactless mark on the face of the Card. Also known as Mastercard Contactless, the Card has an embedded chip, which contains a tiny antenna which securely transmits payment instructions to and from a secure Contactless Reader;

"Contactless Reader" means a terminal at which the Contactless Card may be used to execute Card Transactions, either by waving or tapping the Contactless Card against such reader without requiring any signature, PIN or other authentication on the Cardholder's part;

"Contactless Transaction" means a transaction made for the purchase/acquisition of any goods and/or services with a Contactless Card;

"Mastercard" means Mastercard International Incorporated or Mastercard Worldwide;

"Merchant" means any retailer or establishment with the exception of Shariah non-compliant business, which accepts BIBD Cards as a medium of payment for the purchase of the goods and/or services;

"Merchant Category Code (MCC)" means the four-digit identifier that describes the activities the business engaged in, including brief description on the products and services provided;

"Non-Physical Cash" means forms of currency other than cash;

"One-Time Password (OTP)" means a unique password which can only be used once. This is a security feature whereby the OTP will be sent by way of Short Message Service ("SMS") to the Cardholder's mobile phone number registered with the Bank;

"Personal Identification Number ("PIN")" means a number code assigned by the Bank or determined by the Cardholder to enable the Cardholder to avail of certain services related to the usage of the Card. The PIN for the Card will be issued to the Cardholder at the Cardholder's own risk;

"Spending Limit" means subject to the available balance in the Cardholder's Account, the maximum amount which the Cardholder may spend using their Card in any given day as shall be prescribed by the Bank at its sole discretion from time to time with notice to the Cardholder in any form the Bank may prescribe;

"Terms" means the terms and conditions stated herein which govern the agreement between the Bank and the Cardholder pertaining to the issuance and use of the Card and as may be amended and as shall be notified to the Cardholder from time to time;

"Ujrah" is a Shariah concept where a fee is imposed for a service rendered; and

"Validity Period" means the period during which the Card is valid as shall be determined by the Bank.

1.2 Words referring to the singular member shall include the plural and vice versa.

1.3 Words referring to the masculine gender also refer to the feminine gender and neuter genders.

1.4 Reference to a person includes reference to a sole-proprietorship, firm company, corporation or other entity.

1.5 Reference to a Clause is to a clause of these Terms.

1.6 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these Terms.

2. Shariah concept

2.1 BIBD Debit Card is based on the concept of Wakalah and Ujrah.

2.2 Under the Wakalah concept, the Bank acts on behalf of the Cardholder to administer the Cardholder's Card payment to the Merchant and to manage the Card Account.

2.3 Ujrah concept refers to the fee charged to the Cardholder in exchange for the services rendered through the usage of the Card.

3. Issuance and activation of the Card

3.1 The Card is issued in respect of the Cardholder's Account with the Bank and is/shall at all times remain the property of the Bank and must be returned to the Bank upon the Bank's request/demand or upon termination of these Terms.

3.2 The Card may, at the sole discretion of the Bank, be made available to individuals aged 12 years and above.

3.3 The Card may also be issued to a registered owner of the sole-proprietor company with an Account under its business name.

3.4 The Cardholder may collect the Card personally or request the Bank to send the Card by post to the address provided by the Cardholder to the Bank, at the sole risk of the Cardholder. If the Cardholder wishes for the Card to be received via other means, the Cardholder must contact the Bank for the arrangement to be made subject to the Bank's sole discretion. The Cardholder agrees to release the Bank from any claims, actions or proceedings for any loss or damages that the Cardholder may incur or suffer should the Cardholder fail to receive the Card.

3.5 In the ordinary course, the Cardholder may receive the Card within fourteen (14) working days from the issuance of the Card. If the address provided is an overseas address, the Cardholder agrees to bear the courier expense and authorises the Bank to debit the Card Account incidental to the delivery without prior notice to the Cardholder.

3.6 The Card must be collected within thirty (30) days from the date the Cardholder is notified. Failing which, the Card will be cancelled and if re-issuance of the Card is required, the Cardholder shall be subject to the Card Replacement fee as prescribed in the Bank's Schedule of Tariffs.

3.7 The Cardholder must ensure that the details provided to the Bank, that is, the delivery address and phone number are accurate and complete to ensure the Card is delivered to the designated address. Failing which, the Bank shall not be held liable for any consequences and/or claims incidental thereto. The Cardholder further authorises the Bank to directly debit the Cardholder's Account for the delivery costs, without notice to the Cardholder.

3.8 Without prejudice to the provisions of these Terms, the Bank reserves the right not to act on the authority of the Cardholder to release the Card to another person if it is of the opinion that in releasing the Card the Bank and/or the Cardholder may incur, sustain or suffer any loss or damages.

3.9 Upon receipt of the Card, the Cardholder must sign on the back of the Card immediately.

3.10 All facilities made available by the Bank to the Cardholder in respect of the Card and the Card Account are subject to these Terms.

3.11 The Cardholder may activate the Card personally through the BIBD NEXGEN Wallet or call our BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688 (for BIBD PERDANA customers only).

4. Restrictions on the use of the Card

4.1 The Cardholder hereby acknowledges and agrees that the use of the Card is restricted to activities or transactions which are not contrary to Shariah principles. The Cardholder further acknowledges and agrees that the Card cannot be used to facilitate payment in respect of activities, goods and/or services prohibited by Shariah principles.

4.2 The following Merchant Category Code ("MCC") below are categorised as Shariah non-compliant business:

MCC	MCC Description
5715	Alcoholic Beverage Wholesalers
5813	Drinking places (alcoholic beverages) – bars, taverns, night-clubs, cocktail lounges and discotheques
5921	Package shops – beer, wine and liquors
5967	Direct Marketing – Inbound Telemarketing merchants – Adult Chat
5973	Religious goods and shops
5993	Cigar shops and stands
7261	Funeral Services and crematoriums
7273	Dating and escort services
7800	State owned lottery (US region only)
7801	State owned licensed online Casino (US region only)
7802	State owned licensed horse/dog racing (US region only)
7995	Gambling Services

8661	Organizations, Religious
9406	State owned lottery (specific country)

4.3 The Bank reserves the right to review and make necessary changes to the list of the MCCs as stipulated in Clause 4.2 above from time to time if the Bank has reasonable cause to believe that certain transactions could potentially compromise the Card.

5. Contactless Transaction

5.1 The Cardholder may use their Card to effect Contactless Transactions by waving or tapping the Card against a Contactless Reader without requiring any signature or entering any PIN.

5.2 The Cardholder acknowledges that the Spending Limit for a Contactless Transaction may differ from one country to another.

5.3 The Cardholder shall be wholly liable for all Contactless Transactions made using the Card.

6. Card Not Present Transactions

6.1 Card Not Present Transactions include but are not limited to transactions made over the telephone, email or online, and the Cardholder is solely responsible for the security of such transactions at all times.

6.2 For Card Not Present transactions, the following details shall be recorded:

a) Card number and expiry date;
b) Name, address and telephone number of Cardholder;
c) The address to which goods and services should be delivered; and
d) The time and date of the transaction charged.

6.3 The Bank shall have no obligation to verify the identity or the authority of the person(s) entering the Card information, nor the Bank are liable for acting on such use of the Card whether such person is authorised or not, and regardless of the circumstances prevailing at the time of the transaction.

6.4 The Bank shall be authorised to effect any Card Not Present Transaction payment to the Merchant which shall immediately reduce the available balance in the Cardholder's Account by the payment amount.

6.5 The Bank however, at its sole discretion may choose not to authorise a Card Not Present Transaction made if the Bank has any reason to doubt its authenticity or for any other reason. In such event, the Cardholder will not hold the Bank liable for any consequences arising out of any/all Card Not Present Transaction made by the Cardholder.

7. Spending limit

7.1 The Cardholder acknowledges that there are daily Spending Limit set on the Card, the details of which are readily available and can be viewed via the Bank's Schedule of Tariffs available in the Bank's website.

7.2 The Cardholder agrees to be bound by the prescribed Spending Limits however the Bank, may at its sole discretion and upon the request of the Cardholder, agree to a temporary

increase in the Spending Limits provided the Cardholder agrees to wholly indemnify the Bank against any form of claims/demands ensuing from the Bank's act in agreeing to the Cardholder's temporary request for such variation/increase in limit.

7.3 The Cardholder acknowledges that other financial institutions may impose different limits on the transactions made with the Card at their ATMs or terminals.

8. Overdrawn Account

8.1 The Cardholder undertakes to maintain sufficient funds in their Account at all times to meet any/all transactions.

8.2 If the Cardholder's Account is overdrawn, the Cardholder shall, on the Bank's demand make good the amount withdrawn. The Bank shall be at liberty to decline any transaction if the Account is overdrawn.

8.3 The Cardholder agrees that if the Account is tied with a Naqd (Overdraft) Facility, the Cardholder will not use the Card to make any transactions if the transactions will cause the Account to be overdrawn.

9. Statement

9.1 The Cardholder shall receive e-Statements at such intervals and in such forms as determined by the Bank showing all the transactions made by the Cardholder including the details of the Cardholder's purchases, cash withdrawals, fees and charges incurred by the Cardholder.

10. Authorization to debit/hold the Cardholder's Account

10.1 The Cardholder authorises the Bank to debit the Cardholder's Account for the amount of any withdrawal and/or any transactions affected through the use of the Card with such fees/charges prescribed by the Bank.

10.2 The Bank may at its sole discretion debit or place a hold on the Account for the amount of the Card Transactions either on the day it is presented to the Bank for payment by the Merchant or on the day the Bank receives notice of the Card Transaction, whichever occurs earlier. The Cardholder agrees as follows:

(i) The Bank may release the amounts on hold even if the corresponding Card Transactions are not presented to the Bank for payment within such period determined by the Bank at its sole discretion.

(ii) In any case, the Bank has the right to debit the Cardholder's Account equivalent to the amount presented to the Bank for payment by the Merchant and the Cardholder must ensure sufficient funds available in the Account to meet this requirement.

11. Cash Withdrawal and Cash/Money Transfer

11.1 The Cardholder may use the Card to obtain physical cash from any ATMs worldwide displaying the Mastercard and Cirrus logos within the cash withdrawal limit as may be determined by the Bank from time to time.

11.2 The Cardholder may also use the Card to withdraw physical or non-physical cash through the use of BIBD NEXGEN Online, BIBD NEXGEN Wallet, or any other channels acceptable

to the Bank and may be made available from time to time, subject to the prescribed limits.

11.3 The Bank may at its sole discretion limit or block the use of the Card for any cash withdrawal transaction made at any ATMs which the Bank deems unsecured and/or non-compliant with the security standard as the Bank deems fit, where granting such transaction may result in eventual losses, fraud or misuse of the Card.

11.4 The Bank may release the blocking of the Card upon the Cardholder's request by calling BIBD Contact Centre at 2238181 and for PERDANA Customer at 2236688. In granting such request made within the prescribed timeframe, the Cardholder agrees to indemnify the Bank against any fraud, losses, misuse or theft of the Card and the Cardholder shall be fully responsible for all transactions affected by the use of the Card.

12. Fees

12.1 The Bank shall be entitled to impose and debit the Cardholder's Account fees which shall include but not be limited to:

a) Card replacement fee for the replacement of the Card;
b) Transaction fee in relation to physical or non-physical cash withdrawals through the use of ATMs or any other channels acceptable to the Bank;
c) Dispute handling fee for any dispute request received by the Bank where the Cardholder disputes the validity of the transaction;
d) Card delivery fee as prescribed by the Bank for delivering the Card as specified in Clause 3.5 hereof; and
e) Foreign currency / mark-up fee.

12.2 The above fees can be viewed via the Bank's Schedule of Tariffs available in the Bank's website.

12.3 The Bank reserves the absolute right to impose, review or revise such fees and charges from time to time by giving at least one (1) month notice to the Cardholder through any mode of communication deemed appropriate by the Bank at its sole discretion.

12.4 The Cardholder agrees to pay all fees and charges imposed in connection with issuance and use of the Card and authorises the Bank to debit his/her Account, at any time and without further notice to the Cardholder notwithstanding if as a result that the Cardholder's Account may be overdrawn.

13. PIN

13.1 The Cardholder acknowledges that the PIN issued for the use of the Card is strictly personal and confidential to the Cardholder.

13.2 The Cardholder may generate and change the PIN personally through the BIBD NEXGEN Wallet or call our BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688 (for BIBD PERDANA customers only).

13.3 The Cardholder shall not disclose and shall take all necessary measures to prevent the PIN from becoming known to any other person. The Cardholder hereby undertakes to indemnify the Bank from all claims arising from such fraudulent/unauthorised use of the Card.

14. OTP

14.1 The Cardholder acknowledges that the OTP will be sent to the Cardholder's mobile phone number registered with the Bank. It is the Cardholder's responsibility to notify the Bank of any change in the Cardholder's mobile number. The Bank will not be liable for any losses incurred by the Cardholder for the failure in notifying the Bank of such.

14.2 The Cardholder further acknowledges that for any OTP entered correctly, the transaction shall be considered authorised and authenticated by the Cardholder.

14.3 For any instructions via OTP by the Cardholder, the Bank shall not be liable for acting upon such instructions in good faith and the Cardholder shall not be allowed to revoke them even if there was error, fraud, forgery, lack of clarity or misunderstanding in respect of such instructions unless due to the Bank's gross negligence or wilful default.

14.4 The Cardholder shall not disclose and shall take all necessary measures to prevent the OTP from becoming known to any other person. The Cardholder hereby undertakes to indemnify the Bank from all claims arising from such fraudulent/unauthorised use of the Card.

14.5 The Cardholder acknowledges that the time it takes for the OTP to be received by way of SMS or any forms of notification channel will rely on the mobile phone service provider. The Cardholder will not hold the Bank liable for any charges or losses incurred as a result of the delay or non-receipt of OTP.

14.6 The Cardholder acknowledges that the OTP will only be available if the Merchant has subscribed/registered for the OTP service. Therefore, OTP verification may not be prompted for all Card Not Present transactions.

15. Loss, fraud, misuse or theft of Card

15.1 The Cardholder must at all times take all reasonable precautions to keep the Card in a safe place and must exercise care and diligence to ensure the safety of the Card and that the PIN is not disclosed to any person.

15.2 In the event that the card is lost, stolen or the PIN is disclosed to any other party, the Cardholder shall immediately deactivate/block the Card via BIBD NEXGEN Wallet or BIBD NEXGEN Online and notify the Bank via BIBD NEXGEN Mobile Chat, BIBD Contact Centre at 2238181 or PERDANA Contact Centre at 2236688 and provide all the necessary information/documents requested by the Bank. Alternatively for overseas incidents, the Cardholder may also notify the Mastercard International or its affiliates to deactivate/block the Card. The Bank may, at its sole discretion and depending on the Cardholder's location at the time of such incident issue a replacement card.

15.3 The Bank will not be liable for any transaction before receiving notification from the Cardholder of the said loss, theft or disclosure and the Cardholder shall remain fully liable to the Bank for any/all transactions made to the Card.

15.4 The Cardholder shall be liable for any/all fees or unauthorised Card Transactions incurred/effected from any unauthorised use of the Card:

a) Until and unless the Bank is notified by way of completing the Card Dispute Declaration Form of such unauthorised usage and/or;

b) If pursuant to an investigation made by the Bank or the Police, it is discovered that the Cardholder's act attributed to the use of the Card by an unauthorised person.

15.5 If the Card is issued to a company which is a sole-proprietorship, the sole-proprietor may, at their own risk, authorise any of its personnel to use the Card. However, the sole-proprietor acknowledges that the Bank shall not be held responsible in any form/manner for any consequences arising in connection thereto. Furthermore, the sole-proprietor acknowledges that notwithstanding such authorization, the sole-proprietor shall remain fully responsible for any/all transactions effected by use of the Card even if it has been fraudulently used by an authorised person.

15.6 In the event the Bank suspects that there is probable fraudulent risk that could arise from the usage of the Card, the Bank may contact the Cardholder to seek their consent to block the Card. If the Cardholder chooses not to block the Card or is not contactable by the Bank, the Bank shall not be liable or responsible for any fraudulent transactions in relation to the usage of the Card.

15.7 In the event the Bank suspects or is informed of any irregular activities on the usage of the Card, the Bank may, without the consent of /notice to the Cardholder, block the Card for such period as shall be determined by the Bank.

15.8 The Bank may, at its absolute discretion, issue a replacement card upon such terms as the Bank may deem fit, and the Bank reserves the right to charge a Replacement Fee as specified in Clause 12.1 hereof.

16. Card Transactions

16.1 Notwithstanding any provision of these Terms, the Bank reserves the right to reject/suspend any transaction made by Cardholder in any of the following events:

a) There are insufficient funds in the Account;
b) The Bank suspects or believes that the transactions may be fraudulent/unauthorised;
c) The Cardholder closes his/her Account;
d) The Bank closes the Account for whatever reason; or
e) Carrying out the Cardholder’s instructions would result in the Bank being in breach of any applicable laws or regulations.

16.2 The Bank shall not be held liable to the Cardholder for any loss or damage suffered by the Cardholder as a direct result of the Bank’s act under the Clause 16.1 above.

16.3 All authorised approved transactions shall be deemed correct and binding on the Cardholder unless the Cardholder informs the Bank in writing of any discrepancy within sixty (60) days from the date of the transaction. All complaints/disputes received by the Bank after such period will not be entertained.

16.4 The Account will be credited with a refund in respect of a Card Transaction only in the event the Bank received verification of a refund acceptable to the Bank in its sole discretion. In the event of a transaction dispute, if the Bank concludes that the dispute is legitimate or genuine, the Bank shall refund the disputed transaction amount along with any related fees or charges imposed by the Bank, to the Account.

16.5 In the event that the Cardholder wishes to dispute a transaction, the dispute is to be notified to the Bank in the format as specified on the Card Dispute Declaration Form that is available on the Bank’s website. The Cardholder must ensure to complete the form in

full and provide all supporting documentation that the Bank requests as pertinent to the disputed transaction and email to chargeback.cardops@bibd.com.bn.

16.6 The Cardholder acknowledges that if the Cardholder does not comply with Clauses 16.3 to 16.5 of these Terms, the Cardholder shall be deemed to have waived any further rights to dispute or make any claim against the Bank in respect of the Account or any Card Transaction.

17. Currency exchange rate

17.1 The Bank may perform currency conversion in respect of any transaction received or recovered by the Bank at a market rate the Bank reasonably consider appropriate. The Cardholder shall fully indemnify the Bank for any shortfall arising from such conversion.

17.2 All transactions made in foreign currency excluding Singapore Dollars will be converted to local currency using US Dollars as the base currency on the date on which the transaction is received and processed by the Bank and/or Mastercard.

17.3 The currency conversion will be based on the Bank's prevailing exchange rate which shall include a Foreign Currency / Mark-Up Fee applied to the converted local currency amount.

17.4 Any rate imposed is final and conclusive and the Cardholder agrees to bear all exchange risks, loss, commission or other financial institution costs which may be incurred as a result.

18. Termination

18.1 Without prejudice to any of the Bank's other rights contained in these Terms, the Bank may, at its sole discretion, terminate or revoke the Cardholder's access or use to the Card at any time, without giving any reason or prior notice to the Cardholder.

18.2 The Bank may exercise such right in any instance including but not limited to the following instances:

a) If the Cardholder is in breach of any of the material terms and conditions of these Terms; or
b) If any law enforcement body or relevant/competent government authority objects to the provision or continued provision of the service to the Cardholder; or
c) If the Bank believes, on reasonable grounds, that the Cardholder has misused, whether fraudulently or otherwise, the Card and/or the service, or it is used by the Cardholder or any other person, whether with or without the permission of the Cardholder, for an unlawful activity; or
d) The Bank has reasonable grounds to suspect or believe, that the Card has been used by an unauthorised person or fraud is being perpetrated against the Cardholder; or
e) If the Cardholder becomes bankrupt or shall enter into statutory or other composition or arrangement with the Cardholder's creditors or suffer any distress or attachment; or
f) If the Cardholder has provided any information or particulars to the Bank which is/are later proven to be incorrect, incomplete or false; or
g) If the Cardholder closes all his/her linked Account; or
h) Upon the Cardholder's death; or
i) Any transaction is in excess of funds available in the Cardholder's account.

18.3 In any case, the Cardholder may terminate the use of the Card by giving the Bank no less than seven (7) days' prior written notice to the Bank.

19. Exemption and exclusion

19.1 The Bank shall not under any circumstances, be liable to the Cardholder for any damages suffered or losses incurred by the Cardholder including loss of reputation or embarrassment resulting from:

a) Any implications/consequences arising from:
   (i) Any suspension or restriction imposed by the Bank on the use of Card by the Cardholder;
   (ii) Any refusal or cancellation on the part of the Bank to renew the Card;
   (iii) Any retention of the Card or refusal by any Merchant, financial institution or third party for any reason to honour the Card;
   (iv) Withdrawal, variation, amendments or restriction of all or any of the benefits and privileges given to the Cardholder under the Card.

b) As a result of any act, error or omission on the part of the Merchant however caused;

c) The Bank being unable to perform any of its obligations under the Terms herein due to technical/operational malfunctions of the Card and/or any external factors beyond the control of the Bank; and/or

d) Due to defect or deficiency in the quality of the goods and/or services purchases or supplied rendered by the Merchant in relation to the Card Account.

19.2 All disputes, complaints and claims with regards to any goods or services offered by the Merchant shall be resolved by the Cardholder with the Merchant directly. The Cardholder agrees not to hold the Bank liable for any claims and/or disputes. The Cardholder acknowledges that such claims/disputes shall not relieve the Cardholder from the Cardholder's obligations to pay the amount due and payable on the Card Account to the Bank.

19.3 The Cardholder acknowledges that any/all costs and claims incidental to the presentment and dispute shall be borne by the Cardholder solely.

19.4 The Cardholder may be entitled to apply for certain products and services offered by the Mastercard or its affiliates and/or the Bank from time to time. The Cardholder agrees not to hold the Bank and/or Mastercard liable for any loss or damage suffered by the Cardholder arising directly or indirectly (including special, incidental or consequential loss or damage) from the Cardholder's use of the said products and services in connection with the said products and services or the respective third-party service providers, howsoever arising.

19.5 Without prejudice to the other terms and conditions, the Bank shall not be liable for any losses, damages, costs and expenses suffered or incurred by the Cardholder in connection with the Card unless caused by acts of gross negligence or fraud on the part of the Bank.

20. Variation in Terms

20.1 The Bank may at its sole discretion amend, vary or modify these terms at any time by giving the Cardholder five (5) business days' prior notice in any form or manner the Bank reasonably deems fit.

20.2 If the Cardholder does not accept the changes to the Terms, the Cardholder may terminate the Card Account in accordance with Clause 18.

20.3 If the Cardholder retains or uses the Card or the PIN after the Bank has given the Cardholder notice of any changes to these Terms, the Cardholder shall be deemed to have accepted and agreed to such changes.

21. Disclosure of Confidential Information and Personal Data

21.1 The Customer acknowledges that the Bank may from time to time be obliged or legally compelled to report/disclose certain transactions/information to the relevant authorities and/or bodies. The Customer authorises the Bank to furnish the authorities with the information requested without further notice to the Customer.

21.2 The Customer consents to the collection, use and disclosure of their personal data and account information held with the Bank. Such collection, use and disclosure are carried out in accordance with the Personal Data Protection Order 2025 of Brunei Darussalam **("PDPO 2025")** and may include but not be limited to the following purposes:

a) To authorised personnel within the Bank and its subsidiaries with a need to know such information;
b) To the regulators, law enforcement, government agencies, statutory bodies and other authorities, whether local or foreign as required by law or for investigations;
c) To other financial institutions, credit bureaus, card networks, acquirers, payment processors, or service providers for verification, processing, or handling of banking and card services;
d) To any person which BIBD or any authorised personnel in good faith considers to be appropriate for the purpose of providing the Services, including any agents, professional advisors, auditors, outsourced vendors, contractors or third-party service provider which have agreed to perform works or services for BIBD in connection with and which affect or may affect the operation of any Account or Service or BIBD NEXGEN Wallet/Online; and/or
e) To any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to BIBD for any such indebtedness, liability or obligation.
f) For marketing, surveys or research purposes and to any other parties where disclosure is reasonably necessary for business operations, compliance or as permitted by law.

21.3 The Customer acknowledges that the Bank's right to disclose information shall survive the termination of these Terms and closure of the Customer's account. These rights are in addition to any other rights under the Islamic Banking Act (Chapter 168), PDPO 2025 or any other applicable laws.

22. Data Protection and Privacy Rights

The Bank is committed to safeguarding personal data in accordance with the PDPO 2025. As a data subject, the Customer is entitled to the following rights:

a) The Customer may withdraw consent to the collection, use, or disclosure of their personal data at any time. The Customer acknowledges that if consent is withdrawn, the Bank may be unable to open, maintain, or continue banking services, and any account(s) or facilities may be terminated. Such termination may result in loss of access to banking services and other rights or remedies available to the Bank under law, including provisions of PDPO 2025.
b) The Customer may request access to the personal data held by the Bank and request corrections if any information is inaccurate or incomplete.
c) Personal data shall be retained in accordance with the Bank's internal policy to fulfill the purposes for which it was collected, or as required by law and regulatory obligations.

23. Privacy Policy

The Bank's Privacy Policy, as amended from time to time, forms part of these Terms and explains how the Bank collects, uses, stores, and protects personal data in accordance with the PDPO 2025. By providing personal data, the Customer acknowledges that they have read and understood the Bank's Privacy Policy, a copy of which is available at the Bank's official website.

24. General

24.1 The Cardholder agrees that the Bank's records of any/all Card Transaction effected shall be conclusive and binding upon the Cardholder for all purposes.

24.2 The Cardholder further agrees that the balance shown on the ATM screen or any printed inquiry slip at the time does not reflect the balance of the Cardholder's Account with the Bank and shall not be regarded as conclusive and binding on the Bank.

24.3 All Communications are deemed to have been effectively served to the Cardholder on the date of delivery if:

a) Delivered by hand;
b) Five (5) days immediately following the date of posting if sent by post;
c) The date and time when the SMS is successfully pushed by telecommunication provider; and
d) On the date of publication if published either digitally or by hardcopy.

24.4 The Cardholder must immediately notify the Bank for any changes in the address or contact details. The Cardholder agrees not to hold the Bank liable for any/all losses, costs and expenses incurred by the Cardholder for their failure to notify the Bank of such changes.

24.5 The Bank is authorised to act on any instructions it receives from the Cardholder relating to the Card by any means including electronic communication which the Bank in its sole discretion believes to have come from the Cardholder.

24.6 In the event there are any inconsistencies in the English and Malay versions of these Terms (as and when the Malay version becomes available), the Cardholder acknowledges that the English version shall prevail.

24.7 These Terms shall be governed by and construed in all respects in accordance with the Laws of Brunei Darussalam. In the event of any dispute(s), the Courts of Brunei Darussalam shall have the exclusive jurisdiction to hear/determine such disputes.

Bruneian at Heart