

### 1. DEFINITIONS

In these Terms and Conditions:

"Admin Fee" means the monthly amount calculated at 1.5% or at any other rate as prescribed by the Bank commencing from the Due Date until the transaction/outstanding amount is paid off.

"Al-Wakalah Bil Ujrah" means the Bank acts on behalf of the Corporate Client to administer the Corporate Client's payment to the Merchant via MasterCard International for the use of the MasterCard trademark and managing the Card Account with imposed fee.

"Al-Kafalah Bil Mal" means an agreement between the Bank and its Corporate Client whereby the Corporate Client agrees and pledges a guarantee to pay the Bank for money utilized through the Card provided to the Corporate Client;

"Application" means an application for the issuance of a Card upon these Terms;

"Authority" means Autoriti Monetari Brunei Darussalam;

"Bank" means Bank Islam Brunei Darussalam including its subsidiaries, successors in title and permitted assigns;

"Corporate Client" means any local registered company either owned fully or made up partially of nationals and permanent residents of Negara Brunei Darussalam (excluding sole proprietorships), Government Ministries/Departments which have applied for credit card facilities with the Bank;

"Card" means the BIBD Corporate Credit Card issued by the Bank to the Corporate Client pursuant to these Terms;

"Card Account" means a corporate account opened and maintained for at least six (6) months with the Bank in the name of the Corporate Client;

"Card Transaction" means any type of transaction effected by using the Card for the purchase of goods and/or services or any data contained on or relating to the Card;

"Cardmembers" means the employees or selected personnel nominated by the Corporate Client to be issued with the Card;

"Card Limit" means an overall limit that applies to all credit cards issued on account;

"Due Date" refers to the date on which payment is due and is currently the 30th day of each month (calculated at 25 days grace period after each Statement Date) which payment of outstanding or Minimum Payment Due must be made by the Corporate Client;

"Event of Default" means any of the events specified in Clause 11 of the Terms.

'Ibra' means 'rebate' specified in clause 8.3 of the Terms;

"Indebtedness" means the total sum of the Corporate Client's liabilities payable to the Bank in respect of or in connection with the Card Account and/or these Terms, including but not limited to all Card Transactions, fees, charges and expenses (including legal costs) whether actual or contingent at any given time;

"Merchant" means any retailer or establishment with the exception of retailers or establishments offering/dealing in Non-Shariah approved, that is, Non-Halal merchandise and services, who accept the Card as a form of payment for their goods and/or services and such payment shall be charged to the Card Account;

"Minimum Monthly Payment" means a minimum monthly payment payable on the Due Date specified in clause 7.3

"New Balance" means the amount outstanding on a Card Account according to the Bank's records on the date of issuance of the Statement;

"Representative" means a person appointed and authorized by the Corporate Client from time to time on the form provided by the Bank and acts as the main point of contact for the Corporate Client and the Bank;

"Statement" means a physical statement or electronic statement of account stating all transactions to the Card Account;

"Statement Date" means the 5th day of each month or a date of the month as determined by the Bank;

"Takaful Credit Shield" means the takaful coverage for the benefit of the Corporate Client as provided in Clause 6 of these Terms;

"Terms" means the Terms and Conditions stated herein which govern the agreement between the Bank, the Corporate Client and the Cardmember pertaining to the issuance and use of the Bank's Card and as may be supplemented or amended from time to time;

"Validity Period" means the period for which the Card is valid and is currently two (2) years, which the Bank may extend or shorten as the Bank may determine.

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

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

1.4 Reference to a person includes reference to Governmental bodies/agencies companies or other legal entities.

1.5 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. COLLECTION OF THE CARD

2.1 The Representative shall act on behalf of the Corporate Client and be responsible for all matters relating to the collection and distribution of the Cards to the Cardmembers. In this respect, the Cardmembers are not allowed to collect the Card personally from the Bank.

2.2 The Relationship Manager for the Corporate Client or the relevant Bank Officer shall inform the Representative when the Card(s) is/are ready for collection and will attend to the activation of the Card(s).

2.3 The Corporate Client agrees that the Bank will not be held in any form/manner for ensuring the actual distribution of the Card(s) to the Cardmembers once the Card(s) have been collected by the Representative.

### 3. ACCEPTANCE OF THE TERMS

3.1 Upon receipt of the Card, the Cardmember must immediately sign at the indicated space for signing on the reverse side of the Card. The Card may be used at Merchants and other financial institutions authorized to accept the Card as a medium of payment.

3.2 By signing on or using the Card and all the facilities and services made available by the Bank, the Corporate Client and the Cardmember hereby signify their acceptance and further agree to be bound by the Terms imposed from time to time in respect of the Card and the Card Account.

### 4. RESTRICTIONS ON USE OF THE CARD

4.1 The Card can only be used by the Cardmember to whom it is issued.

4.2 It shall be the Corporate Client's sole responsibility to ensure that no one else has access to the use of the Card or transfers or parts with possession or allows for the unauthorized use of the Card during the Validity Period.

4.3 The Card remains the Bank's property at all times. At the Bank's demand, the Corporate Client and the Cardmember must immediately surrender to the Bank the Card cut in half.

4.4 The Card shall not be used for making any cash withdrawals.

4.5 The Corporate Client and the Cardmember hereby agree that the use of the Card can only be applied strictly to acquire/purchase Shariah-approved or Halal goods, products or services not prohibited by Shariah principles. The decision of the Bank and/or its Shariah Advisory Board on the list of the goods, products or services are not exhaustive and may vary from time to time and shall include:

- Places where alcoholic beverages are served and/or sold;
- Any nightclubs, pubs, escort and dating services;
- Any gambling transactions; and
- Any other unlawful and/or non-Shariah activities and purposes.

4.6 If the Bank discovers that the Corporate Client and/or the Cardmember is in violation of any of the items stated hereinabove, the Bank may at its sole discretion immediately suspend, cancel or terminate the Card without any prior notice to the Corporate Client. Any indebtedness outstanding and any amount charged to the Card as at the date of termination under this clause will not be used as a defence for refusal of payment amount due and payable on the Card Account by the Corporate Client.

4.7 The Bank is entitled, in its absolute discretion, at any time without notice and without giving any reason or liability to the Corporate Client whatsoever, to:

- Cancel, terminate or suspend the Corporate Client or the Cardmember's right to use the Card entirely or in respect of specific facilities; or
- Refuse to authorise any Card Transaction; or
- Refuse to re-issue, renew or replace the Card, which will not, in any case, affect the Corporate Client or the Cardmember's obligations under these Terms which will continue in full force and any Indebtedness outstanding will be immediately due and payable which has carried out by the Corporate Client but which have not been debited to the Card Account. There will be no refund of any annual fees or other fees paid if the Bank so cancel, terminate or suspend the Corporate Client's right to use the Card.

4.8 If the Bank discovers that the Corporate Client and/or the Cardmember is in violation of any of the items stated hereinabove, the Bank may at its sole discretion immediately suspend, cancel or terminate the Card without any prior notice to the Corporate Client. Any indebtedness outstanding and any amount charged to the Card as at the date of termination under this clause will not be used as a defence for refusal of payment amount due and payable on the Card Account by the Corporate Client.

4.9 The Bank is entitled, in its absolute discretion, at any time without notice and without giving any reason or liability to the Corporate Client whatsoever, to:

### 5. THE CARD ACCOUNT

5.1 The Bank shall open and maintain a Card Account in the name of the Corporate Client and the Bank is duly authorized by the Corporate Client to debit any Card Transaction to the Card Account.

Notwithstanding Clause 5.1 hereinabove, the Corporate Client authorizes the Bank, in its sole discretion, to debit any account held with the Bank in the name of the Corporate Client to recover any outstanding amount due to the Bank if there are insufficient funds in the Card Account.

5.3 The Card Account will be credited with a refund in respect of a Card Transaction only in the event the Bank receives verification of the refund acceptable to the Bank in its sole discretion. In the event the Corporate Client makes a claim against a third party in respect of a Card Transaction, such claim shall not be subject to an inter-pleader, defence or counterclaim against the Bank.

5.4 Requests made by mail, telephone, facsimile transmission or other means of communication to a Merchant for the supply of goods and/or services to be charged to the Card Account, whether or not made or authorized by the Corporate Client or the Cardmember and whether a sales draft, voucher or document is signed by the Corporate Client or the Cardmember, is deemed a valid Card Transaction and the Bank will debit the Card Account with such Card Transaction.

5.5 The Corporate Client must immediately inform the Bank in writing of any change in its material particulars including any change in the Corporate Client's office address, contact numbers and/or the details of the Cardmember.

5.6 The Corporate Client shall provide the Bank with any information and documents as requested/required by the Bank from time to time.

### 6. CARD LIMIT

6.1 The Bank shall determine the Card Limit on the Corporate Client's Card Account.

6.2 The Corporate Client and the Cardmember shall ensure that they do not exceed the limit allocated to the Card and the Bank may refuse to authorize such purchases if the Cardmember has exceeded the Card Limit on the Card.

6.3 Notwithstanding Clause 6.2 hereinabove, the Bank may, at its sole discretion reduce the Card Limit for the Card of any one of the Cardmembers without assigning any reason therefor.

6.4 The Corporate Client may apply for an increase in the Card Limit subject to the Bank's necessary assessment of the Card Account.

6.5 The Corporate Client shall be responsible for setting its own Card Limits on the Cards held by the Cardmembers provided that the aggregate amount in Card Limit does not exceed the prescribed Card Limit of the Corporate Client's Card Account.

### 7. PAYMENTS / STATEMENT

7.1 The Bank shall send the Corporate Client a Statement to show the amount payable by the Corporate Client to the Bank on a monthly or other periodic basis as the Bank may deem fit. In the event that the Bank is unable to send the Statement for any reason, the Bank shall not be liable to the Corporate Client and the liability of the Corporate Client to the Bank shall not cease.

7.2 The Corporate Client is liable to pay the New Balance as shown in the Statement, which payment must be received by the Bank on or the Payment Due Date. However, the Corporate Client may elect to pay the Minimum Payment due as stated in the Statement.

7.3 The Minimum Payment Due on a Statement is calculated as follows:

- 8% of the outstanding balance;
  - if the outstanding balance exceeds the card Limit, 8% of the outstanding balance plus the amount in excess over the Card Limit.
- \*The Corporate Client acknowledges that the prescribed Minimum Payment is subject to regulatory changes as determined by the Authority from time to time.

7.4 The Bank may, if the Corporate Client so elects, debit the Card Account to effect payment of either 100% of the outstanding balance or the minimum 8% of the amount outstanding as specified by the Corporate Client to the Bank in writing.

7.5 All payments to the Card Account must be made to the Bank in Brunei Dollars (BND). If any payment is in a currency other than BND, the Bank will convert it at such time and rate of exchange as the Bank may adopt in its usual practice and the Corporate Client must fully indemnify the Bank against all exchange risks, losses and charges sustained or incurred by the Bank as a result of such conversion.

7.6 Payment by the Corporate Client of any sums shall be deemed not to have been made until such time as the relevant funds have been received for value by the Bank.

7.7 If the Bank does not receive full payment of the New Balance as shown in the Statement on or before the Payment Due Date, the Bank is entitled to impose the Admin Fee in accordance with Clause 8 herein.

7.8 Any cheque payment made shall be accepted for collection only and the proceeds shall not be available until the cheque has been cleared and proceeds paid to the Bank by the paying bank.

7.9 Notwithstanding and without prejudice to the other Terms, the Corporate Client must immediately pay the Indebtedness in full upon the Bank's demand which it may make at any time in its absolute discretion.

7.10 All payments by the Corporate Client must be made in full without any deduction or withholding whether in respect of set-off, counterclaim, duties, taxes, and/or otherwise against the Merchant and/or the Bank unless such deduction or withholding is required by law.

7.11 All the records and entries in the Statement shall be deemed correct and binding on the Corporate Client and the Cardmember unless the Corporate Client and the Cardmember inform the Bank in writing of any discrepancy in the Statement within fourteen (14) days from the date of the Statement of which, the contents of such Statement shall be conclusive evidence of the Corporate Client and the Cardmember's liability to the Bank. All complaints and disputes received by the Bank after such period shall not be entertained.

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### 8. FEES

- 8.1 The Corporate Client acknowledges that the Bank is entitled to impose a monthly Admin Fee for the Wakalah Services it offers to the Cardmember.
- 8.2 The Admin Fee shall be fixed and calculated at a rate applied to the Card Limit and prescribed by the Bank.
- 8.3 The Bank may, at any time or from time to time, grant the Corporate Client a discretionary lbra' on the Admin Fee charged based on the criteria set by the Bank including but not limited to the payment pattern and the utilization of the Card Limit.
- 8.4 Further, the Bank is entitled to charge and debit to the Card Account fees which shall include but not be limited to:
- an Annual Fee as prescribed by the Bank for the issuance and renewal of the Card; and
  - a Handling Fee for any cheque or payment order tendered in payment to the Bank which has not been honoured for any reasons and/or for any Card transactions in excess of the Corporate Client's prescribed Card Limit; and
  - a Replacement Fee for the replacement of the Card or the Bank's provision, supply or copying of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card of the Card Account at the Corporate Client's request.
- 8.5 The Bank shall be at liberty to vary the Admin Fee or any other fees and charges by giving the Corporate Client reasonable notice of such variation in Fees through any mode of communication deemed appropriate by the Bank at its sole discretion.
- 8.6 The Corporate Client may avail of the Bank's Tariff of Fees and Charges at any of the Bank's branches or log on to the Bank's website at [www.bibd.com.bn](http://www.bibd.com.bn).

### 9. LOST/THEFT OF CARD

- 9.1 The Corporate Client and/or the Cardmember 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.
- 9.2 In the event that the Card is lost and/or stolen, the Corporate Client and/or the Cardmember must immediately notify and give the Bank written confirmation of such loss, theft or disclosure and lodge a police report. The Corporate Client and/or the Cardmember must provide the Bank with all information as to the circumstances of such loss, theft or disclosure and render such assistance as the Bank may require.
- 9.3 The Corporate Client and/or the Cardmember shall be liable for all Card Transactions incurred and effected from unauthorized usage of the Card:
- until and unless the Bank is notified in writing of such unauthorized usage and/or
  - if pursuant to an investigation made by the Bank or the Police, it is discovered
- 9.4 In the event the Card is recovered, the Corporate Client and/or Cardmember must immediately return the Card to the Bank.
- 9.5 The Bank may, in its absolute discretion, issue a replacement Card upon such Terms as the Bank may deem fit, and the Bank reserves the right to charge such replacement fee specified in Clause 8.4.3 hereof.
- 9.6 If the Card is lost or stolen the Corporate Client and/or the Cardmember shall immediately give notice to the Card Services Center at any branch of the Bank or contact the Bank at +6732238181.

### 10. TERMINATION

- 10.1 Without prejudice to any of the Bank's other rights contained in these Terms, the Bank is entitled in its absolute discretion to terminate the Card Account or the use of any Card at any time or any services at any time, without any liability to the Corporate Client and/or the Cardmember and without having to assign any reason or notice thereof.
- 10.2 The Corporate Client may terminate the Card Account by:
- giving the Bank written notice of termination; and
  - returning to the Bank the Card cut in half; and
  - paying the Indebtedness in full; thereupon the Card Account will be terminated.
- 10.3 Upon termination of the Card by the Bank for any reason, all payment of the Indebtedness will immediately become due and payable and the Corporate Client shall upon demand by the Bank make full settlement of all indebtedness in the Card Account including all Card Transactions made prior to but not debited to the Card Account failing of which the Bank may proceed to take any action deemed necessary at its sole and absolute discretion to recover the same.
- 10.4 The Corporate Client's obligations as set herein will continue notwithstanding the termination of the Card Account for any reason.

### 11. EVENTS OF DEFAULT

- 11.1 Without prejudice to the generality of the foregoing, the Bank may terminate the Card Account forthwith upon the occurrence of any one or more of the following events:
- If the Corporate Client fails refuses and/or neglects to pay the New Balance stated in the Statement;
  - If any legal proceedings suit or action of any kind whatsoever (whether criminal or civil) is instituted against the Corporate Client;
  - If the Corporate Client or if the Corporate Client is a Partnership any of the partners is adjudged bankrupt or becomes insolvent or bankruptcy proceedings are filed or instituted against;
  - If the Corporate Client and/or the Cardmember fails to comply, commits or threatens to commit a breach of any of the Terms;
  - If the whereabouts of the Corporate Client cannot be traced, located, contacted or are unknown to the Bank;
  - If the Corporate Client enters into an arrangement or composition for the benefit of its creditors or allows any judgment to remain unsatisfied for a period of fourteen (14) days or more;
  - If the Card Limit is exceeded;
  - If the Corporate Client fails to comply with any provisions set out in this Agreement;
  - If the Corporate Client appoints a receiver or trustee over the Corporate Client's assets or property or any part thereof.
- 11.2 In the event of default, the Bank reserves the right to institute legal proceedings against the Corporate Client to recover the indebtedness owing to the Bank and the Corporate Client shall be liable for payment of all legal costs and expenses incurred by the Bank in the recovery process including client-solicitor fees on a full indemnity basis.

### 12. EXEMPTION AND EXCLUSION

- 12.1 The Bank shall not under any circumstances be responsible or liable for damages suffered or loss incurred by the Corporate Client including loss of reputation or embarrassment:
- With regards to any implications arising from:
    - Any suspension or restriction imposed by the Bank on the use of the Card by the Corporate Client and/or the Cardmember, and/or;
    - Any refusal or cancellation on the part of the Bank to renew the Card, and/or;
    - Any retention of the Card and/or refusal by any Merchant to honour the Card;
    - Withdrawal, variation, amendments or restriction of all or any of the benefits and privileges given to the Corporate Client and/or the Cardmember under the Card and/or the Card Account.
  - As a result of any act, error or omission on the part of the Merchant, however caused;
  - The Bank being unable to perform its obligations under the Terms herein as a direct/indirect result of any breakdown/malfunctioning of any equipment, system, or anything beyond the Bank's control or its servants, agents or independent contractors; Due to the direct or indirect use of the Card in any manner whether or not as a result of any malfunction, failure or delay in electronic point of sale device, access channel or shared network;
  - As a direct/indirect result of any Card Transaction made and the utilization of any facilities in connection with the Card and/or the Card Account; and/or
  - Due to the defect or deficiency in the quality of the goods and/or services purchased or supplied rendered by the Merchant in relation to the Card Account.
- 12.2 All disputes, complaints, and claims shall be resolved with the Merchant directly. The Corporate Client or the Cardmember agrees not to hold the Bank harmless against any such claims and/or disputes or legal proceedings against the Merchant and such claims/disputes shall not relieve the Corporate Client or the Cardmembers from its/their obligation to pay the amount due and payable on the Card Account to the Bank
- 12.3 The Corporate Client may be entitled to or be able to apply for certain products and services from time to time provided by third party service providers which are arranged and/or paid for by MasterCard International Inc. or the Bank under any programme, subject to the prevailing terms of use as determined by MasterCard International Inc. or the Bank.
- 12.4 The Corporate Client agrees that the said products and services may be changed, varied or withdrawn at any time from time to time by MasterCard International Inc. or the Bank (as applicable) without any notice to the Corporate Client. The Corporate Client further agrees not to hold the Bank and/or MasterCard International Inc. liable for any loss or damage suffered arising directly or indirectly (including special, incidental or consequential loss or damage) from the Corporate Client and/or the Cardmember's use of or in connection with the said products and services or the respective third party service providers, howsoever arising.

- 12.5 Without prejudice to the other provisions of these Terms, the Bank is not liable for any other loss, damage, cost and expense of any nature, suffered or incurred by the Corporate Client in respect of or in connection with the Card Account.

### 13. INDEMNITY

- 13.1 Notwithstanding any other provisions of these Terms, the Corporate Client shall fully indemnify and hold the Bank harmless for any loss or damage, costs and against any expenses, fees and charges which the Bank may incur due to a breach and/or in enforcing or attempting to enforce any of the Terms herein by the Corporate Client including legal costs on a solicitors and client basis loss damage claim or liability which the Bank may incur in enforcing or attempting to enforce payments and in enforcing these Terms.

### 14. REWARDS PROGRAMME

- 14.1 The Bank may introduce new services/products and other programmes ("the Reward Programme") to be made available to the Corporate Client by the Bank from time to time which shall be governed by specific terms and conditions.
- 14.2 In case of conflict between the specific terms and the Terms herein, the specific terms shall prevail.

### 15. VARIATION IN TERMS

- 15.1 The Bank is entitled, in its absolute discretion, to amend, add, delete or modify these Terms at any time either by notifying the Corporate Client in writing or in such other manner as the Bank may select; such changes so notified will be binding on the Corporate Client and the Cardmember, with effect from such date as specified by the Bank.

### 16. DISCLOSURE OF INFORMATION

- 16.1 The Corporate Client and the Cardmember hereby irrevocably consent to the Bank, at any time and without notice or liability to the Corporate Client and the Cardmember, disclosing any information pertaining to the Card Account to any of the Bank's subsidiary companies and relevant Authorities for such purposes as the Bank shall solely deem necessary.
- 16.2 Under the Criminal Asset Recovery Order (CARO) 2012 or in accordance with any applicable laws, regulations and orders, the Bank may be obliged to report/disclose certain transactions/information to the relevant authorities, regulatory bodies and other relevant agencies. In complying with the requirements under CARO 2012 or such applicable laws, regulations and orders, the Corporate Client and the Cardmember hereby authorize the Bank to furnish the authorities with such information.

### 17. RIGHT OF SET-OFF/COMBINATION

- 17.1 The Corporate Client hereby authorizes the Bank, at its absolute discretion, to set-off or consolidate any or all the Indebtedness outstanding on the Card account(s) with such other accounts and set-off or transfer any monies standing to the credit of such other accounts in or towards the full or partial discharge of the Indebtedness at any time and without notice to the Corporate Client.
- 17.2 The Corporate Client acknowledges that Clause 17.1 applies to such other accounts whether such other accounts are held by the Corporate Client alone or jointly with others and irrespective of the type/nature of the account.

### 18. GENERAL

- 18.1 Where the Bank is notified by the Corporate Client that any resolution of the board of directors of the Corporate Client has been passed or any document has been executed by the Corporate Client authorizing any person or persons or conferring any authority to act on behalf of the Corporate Client, the Bank shall be entitled to assume that such authority has been rightfully conferred on those person or persons and has not been revoked by the Corporate Client until notice of revocation has been given to the Bank by the Corporate Client.
- 18.2 The Bank's records (including computer and microfilm stored records) of all matters relating to the Card and/or the Card Account and any certificate signed by any of the Bank's officers stating the Indebtedness due and payable to the Bank as at any specified date shall be conclusive save for manifest error and the Bank may, in its absolute discretion, destroy any document relating to the Card Account after microfilming the same.
- 18.3 All Statements, notices, demands or other communication under these Terms may be delivered by hand and/or sent by ordinary post and/or sent by ordinary facsimile transmission to the Corporate Client's last known residential or business number on the Bank's records and/or published in such manner as the Bank may select.
- 18.4 All communications are deemed to have been effectively served on the Corporate Client on the date delivery if:
- delivered personally by hand or
  - five (5) days immediately following the date of posting if sent by post or
  - the date of transmission if sent by facsimile transmission or
  - On the date of publication if published.
- 18.5 A request made by mail, telephone, facsimile transmission or other means of communication to a merchant for the supply of goods and/or services to be charged to the Card Account, whether or not made or authorised by the Corporate Client and/or the Cardmember and whether a sales draft, voucher or document is signed by the Corporate Client and/or the Cardmember, is a valid Card Transaction and the Bank will debit the Card Account with such Card Transaction.
- The Bank is authorised to act on the instructions of the Corporate Client or the Cardmember given by the Corporate Client or the Cardmember by telephone of facsimile transmission or other means of telecommunication ("telecommunication instructions") and the Corporate Client or the Cardmember agree that the Bank is authorized to act on any telecommunication instructions which the Bank in its sole discretion believes emanate from the Corporate Client or the Cardmember and the Bank shall not be liable to the Corporate Client and/or the Cardmember for any loss or damages arising in the event it is later discovered that such instructions emanated from unauthorized individuals.
- 18.7 Notwithstanding anything in these Terms, the Bank's rights under these Terms shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Card or the Card Account by the Bank.
- 18.8 Service of legal process is deemed to be good and effectual service on the Corporate Client and nothing in these Terms shall affect the Bank's right to serve legal process in any manner permitted by law.
- 18.9 The Corporate Client is not entitled to assign all or any of its rights, interests and obligations under these Terms. The Bank may assign any of its rights and interests in these Terms to any party it solely deems fit without prior notice to the Corporate Client.
- 18.10 If any one or more of the provisions of these Terms or any part thereof is deemed illegal, invalid or unenforceable under any applicable law in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of these Terms in such jurisdiction or in any other jurisdiction.
- 18.11 The remedies under these Terms are cumulative and are not exclusive of the remedies provided by law.
- 18.12 The Bank's failure or delay to exercise its rights and remedies under these Terms is not deemed to be a waiver or partial waiver thereof by the Bank, no waiver by the Bank of any breach of these Terms on the Corporate Client's part will be considered as a waiver of any subsequent breach of the same or any provision of the same.
- 18.13 Time, wherever mentioned in these Terms, shall be of the essence and are binding on the Corporate Client/Cardmember.
- 18.14 The obligations of the Corporate Client shall be binding on the successors-in-title and permitted assigns of the Corporate Client.
- 18.15 The Bank shall not be liable for failure to carry out its obligations due directly or indirectly to any Acts of God, or force majeure, war, strike, riot, civil commotion, acts of terrorists, industrial dispute, labour unrest, lock-out, fire, accident, breakdown of machinery, data processing system or transmission link or telecommunication system failure or electrical failure, or, without limiting the generality of the foregoing anything, any matter beyond the control of the Bank.
- 18.16 The Corporate Client and the Cardmember shall be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to the Corporate Client/Cardmember in connection with the Card.
- 18.17 These Terms are governed by the Laws of Brunei Darussalam. The Corporate Client hereby agrees to submit irrevocably to the exclusive jurisdiction of the Courts of Brunei Darussalam.