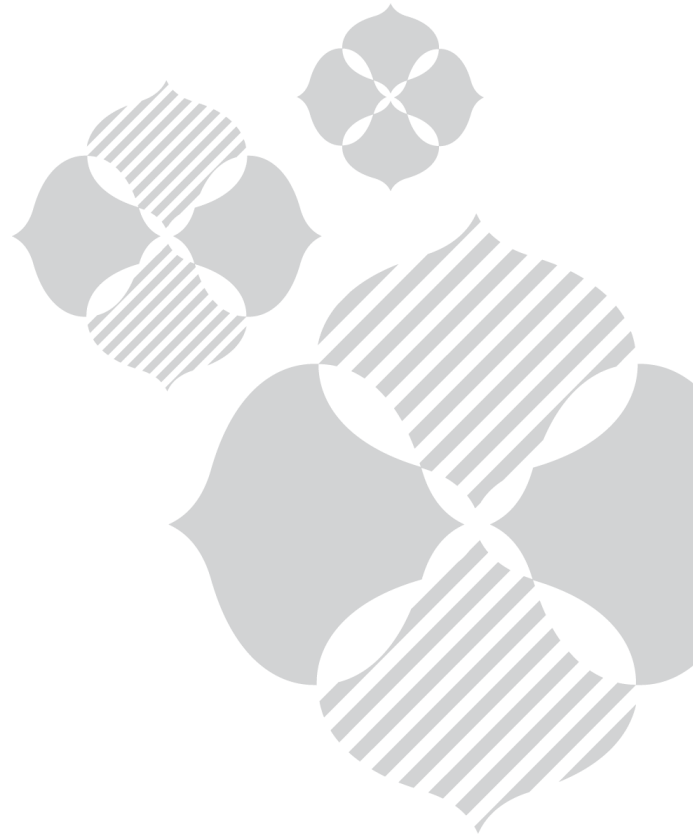


BIBD DEBIT CARD TERMS AND CONDITIONS



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 (“Card”).

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;

“Al-Wakalah Bil Ujrah” means the Bank acting on behalf of the Cardholder to administer the Cardholder’s payment to the Merchant via Mastercard for the use of the Mastercard trademark and managing the Card Account with an imposed fee;

“Application” means an application for the issuance of a Card on these Terms;

“ATM” means the Automated Teller Machine (ATM) or any card-operated machine which accepts the Card including but not limited to machines belonging to the Bank or to the Mastercard ATM network;

“Bank or BIBD” means Bank Islam Brunei Darussalam Berhad, its subsidiaries, its successors and permitted assigns;

“BIBD NEXGEN Wallet” means the Mobile Internet Banking system from time to time made available by BIBD, enabling the Customer to communicate with BIBD through any electronic or telecommunications equipment or medium (including internet, any computer or other electronic or telecommunications equipment, terminal or system or otherwise);

“BIBD NEXGEN Online” means the Retail Internet Banking system from time to time made available by BIBD to enable 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, with or without Contactless Card features, issued by the Bank pursuant to this Terms including a Card issued by the Bank or Mastercard 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 obtained or any amount transferred or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card or the PIN on in any other manner or form, including but not limited to online, mail, telephone or facsimile orders 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 registered owners of sole-proprietors i.e. sole-proprietors;

“Cardholder Not Present Transaction or Card Not Present” means a transaction made not in the physical presence of a Merchant. The transactions can be made over the telephone or online/internet;

“Cash Withdrawal” means any cash withdrawal from the use of Card within the limit set by the Bank in any currency, in cash or other form of payment, obtained by the use of the Card at ATMs, the Bank, and other financial institutions;



“Cash/Money Transfer” means any non-physical Cash Withdrawal and/or direct cash/money transfer/remit 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 notice, statement, request, reminder, telephone call, facsimile transmission, electronic or digital communication e-mail, short message services (“SMS”) provided by telecommunications providers, or such other means and/or other communication by the Bank to the Cardholder;

“Contactless Card” means a Card which comes with contactless payment technology featuring 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 transmit 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 any transaction made within the Spending Limit for any goods, services and/or other benefits using a Contactless Card by waving or tapping at any Contactless Reader located at the Merchant’s premises which facilitates such transactions;

“Mastercard” means Mastercard International Incorporated or Mastercard Worldwide;

“Merchant” means any retailer or establishment offering/dealing in products and/or services that are not prohibited against Shariah principles, which accepts BIBD Cards as a medium of payment for the purchase of the goods and/or services;

“One-Time Password (OTP)” means a unique password which can only be used once. This is an added 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 or Contactless Card in any given days as shall be prescribed by the Bank from time to time at its sole discretion 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 Bank’s Card and as may be supplemented or amended by the Bank from time to time; and

“Validity Period” means the period during which the Card may be used to effect transaction as shall be solely 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. ISSUANCE AND ACTIVATION OF THE CARD

- 2.1. 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 this Terms.
- 2.2. The Card shall only be made available to individuals aged 18 years old and above.
- 2.3. The Card may also be issued to a registered owner of the sole-proprietor company with an Account under its business name.
- 2.4. The Cardholder shall collect the Card within thirty (30) days from the date the Cardholder has been notified to collect the Card. Failing which, the Card will be revoked. Notwithstanding the foregoing, the Cardholder may request for the re-issuance of the Card subject to payment of the prescribed fee imposed by the Bank.
- 2.5. The Cardholder may activate the Card personally through the BIBD NEXGEN Online, BIBD NEXGEN Wallet or by calling BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688.

3. SIGNATURES

- 3.1. The Cardholder shall, upon receipt of the Card, promptly sign at the back of the Card to prevent unauthorised/fraudulent use of the Card.
- 3.2. The Cardholder acknowledges that in using the Card, the Cardholder's signature (whether in physical or digital form) on any sales draft, credit voucher or other transaction record shall be deemed binding and conclusive evidence that the Cardholder has authorised the transaction(s) and the Cardholder shall be liable for payment of any/all fees or charges which are charged to the Account.
- 3.3. The Cardholder is advised to keep all transaction records for their own record.

4. CONTACTLESS TRANSACTION

- 4.1. The Cardholder may use their Contactless Card to effect Contactless Transactions by waving or tapping the Card against a Contactless Reader without requiring any signature or entering of any PIN.
- 4.2. The Cardholder may effect any number of Contactless Transactions using the Contactless Card as long as the value of each Contactless Transaction does not exceed the prescribed Spending Limit.
- 4.3. The Bank may, at its sole discretion, allow the Contactless Transaction to exceed the prescribed Spending Limit but will require the Cardholder's signature either in physical or digital form on the sales draft or credit voucher.
- 4.4. Any successful activation of Card within a BIBD NEXGEN Wallet are subject to the terms of use of BIBD NEXGEN Wallet.
- 4.5. Transactions effected through the BIBD NEXGEN Wallet are subject to a prescribed Spending Limit. The Bank may, at its sole discretion, allow the transactions to exceed the prescribed limit

up to a certain amount but would require the Cardholder's signature to authenticate the transaction in such instances.

- 4.6. The Cardholder acknowledges that the Spending Limit for a Contactless Transaction may differ from one country to another.
- 4.7. The Cardholder shall be wholly liable for all Contactless Transactions made using the Card.

5. CARD NOT PRESENT TRANSACTIONS

- 5.1. Card Not Present Transaction include but not limited to transactions made over the telephone, email or through online/internet, and the Cardholder are solely responsible for the security of such transactions at all times.
- 5.2. For Cardholder Not Present or Card Not Present transactions, the following details shall be recorded:
 - (a) Card Number, and Card 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.

The Cardholder agrees that by entering the above Card information is sufficient proof that the instruction was given for the use of the Card.

- 5.3. 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.
- 5.4. 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. 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.
- 5.5. The Cardholder will not hold the Bank liable for any consequences arising out of any/all Card Not Present Transaction(s) made by the Cardholder.

6. SPENDING LIMIT

- 6.1. 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 website or obtained by calling BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688.
- 6.2. 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.
- 6.3. The Cardholder acknowledges that other financial institutions may impose different limits on the transactions made with the Card at their ATMs or terminals.

7. OVERDRAWN ACCOUNT

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

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

8. STATEMENT

- 8.1. Depending on the Account type, the Cardholder shall receive monthly statement showing all the transactions made by the Cardholder in that month including the details of the Cardholder's purchases, cash withdrawals, fees and charges incurred by the Cardholder.
- 8.2. An Account with no monthly statement, can be viewed by the Cardholder by updating their passbook or via the BIBD NEXGEN Online and/or BIBD NEXGEN Wallet.
- 8.3. The records and entries of the Account with the Bank as appearing on the monthly statement of the account, passbook, BIBD NEXGEN Online and/or BIBD NEXGEN Wallet shall be deemed correct and binding on the Cardholder unless a written notice to the contrary is provided to the Bank within fourteen (14) days from the statement date or the date of the transaction was posted.
- 8.4. In the absence of any notification from the Cardholder, the statement of Account or posted transactions shall be deemed as conclusive evidence of the Cardholder's confirmation and acceptance of the transaction therein. The Cardholder shall further be deemed to have waived any rights to dispute against the Bank in respect of the Account.

9. AUTHORIZATION TO DEBIT/HOLD THE CARDHOLDER'S ACCOUNT

- 9.1. The Cardholder authorises the Bank to debit the Cardholder's Account for the amount of any withdrawal and or any transactions effected through the use of the Card with such fees/charges prescribed by the Bank provided the Bank gives the Cardholder reasonable notice of such fees/charges through any mode of communication deemed appropriate by the Bank.
- 9.2. 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 received notice of the Card Transaction, whichever occurs earlier.
- 9.3. The Bank may from time to time at its sole discretion place such amount on hold for such period as it deems fit. The Bank shall debit the amount on hold to the Account when the corresponding Card Transactions are presented to the Bank for payment.
- 9.4. 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. 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.

10. CASH WITHDRAWAL AND CASH/MONEY TRANSFER

- 10.1. 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.
- 10.2. Through the use of BIBD NEXGEN Online, BIBD NEXGEN Wallet, or other modes of payment deduction made available by a third party website, the Cardholder may also use the Card,

subject to the prescribed limits, to withdraw non-physical cash and/or transfer/remit the cash money from the Cardholder's Account to:

- (a) Cardholder's own Account(s) held within the Bank;
- (b) A third party account(s) held within the Bank;
- (c) Cardholder's own account(s) at any other financial institutions;
- (d) A third party account(s) at other financial institutions; and/or
- (e) Such other account(s) however subject to the Bank's prevailing policy on the transfer of funds.

- 10.3. The Cardholder agrees to pay all fees and charges imposed in connection with the use of the Card for any physical cash withdrawals performed at ATMs and/or non-physical cash withdrawals performed online and/ or direct cash/money transfer/remitted through BIBD NEXGEN Online, BIBD NEXGEN Wallet or such other mediums made available by any other website. The Cardholder may obtain details of the fees/charges from the Bank's Schedule of Tariffs and/or the Bank website.
- 10.4. 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.
- 10.5. The Bank may release the blocking of the Card upon the Cardholder's request by calling BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre 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 effected by the use of the Card.

11. FEES

- 11.1. The Bank shall be entitled to impose fees for the services incidental to the issuance of the Card including but not limited to Issuance Fee, Replacement Card Fee, Cash Withdrawal Fee including fees for cash transfers effected online and/or remittances conducted online, fees in relation to the use of the Card at terminals (EFTPOS and ATMs) and International Banks, Sales Draft Retrieval Fee and Annual Fee. Notwithstanding the imposition of such fees, transactions carried out through the services will be charged the usual charges and commission, if any. For the avoidance of doubt, the Sales Draft Retrieval Fee means the fee imposed to the Cardholder when the Cardholder requests for the sales draft issued by the Merchant from the Bank during investigation of dispute cases when the Cardholder requests to have sight of the relevant sales draft or other relevant information pertaining thereto.
- 11.2. The Bank reserves the absolute right to vary such fees, charges and merchant commission from time to time with notice to the Cardholder in any form that the Bank may prescribe.
- 11.3. The Cardholder agrees to pay all fees, charges and merchant commissions 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.

12. PIN AND OTP

- 12.1. The Cardholder acknowledges that the PIN issued for the use of the Card is strictly personal and confidential to the Cardholder.
- 12.2. For any new Card, the Cardholder can acquire the PIN by calling BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688 upon which the PIN can be changed immediately via any of BIBD ATMs. For Card renewal, the PIN for the Card will be the same as the PIN for the

expired Card. The Cardholder, however, has the option to either maintain or change the PIN for the renewed Card.

- 12.3. 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.
- 12.4. The Cardholder further acknowledges that for any OTP entered correctly, the transaction shall be considered authorised and authenticated by the Cardholder.
- 12.5. To prevent any fraudulent/unauthorised use of the Card, the Cardholder is not allowed to write down or to disclose/reveal the PIN and/or OTP to any person including spouses or family members. The Cardholder hereby undertakes to indemnify the Bank and to hold the Bank free from all claims and liabilities from all parties whomever, arising from any such fraudulent unauthorised use of the Card.
- 12.6. The Cardholder acknowledges that the time it takes and the charges incurred by the Cardholder in relation to the OTP received by way of SMS 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 via SMS.

13. LOSS, FRAUD, MISUSE OR THEFT OF THE CARD

- 13.1. The Cardholder is advised to exercise at all times reasonable precaution to prevent fraud, misuse, loss or theft of the Card by any unauthorised personal and/or unauthorised use of the Card.
- 13.2. In the event of fraud, misuse, loss or theft of the Card, the Cardholder undertakes to notify the Bank immediately by calling BIBD Contact Centre at 2238181 or BIBD PERDANA Contact Centre at 2236688 (if the event occurred in Brunei Darussalam and overseas) or the Mastercard International or its affiliates (if the event occurred overseas) by telephone, facsimile or electronic mail and confirm the same in writing to the Bank accompanied by a police report. The Cardholder can also perform immediate blocking of the Card through BIBD NEXGEN Online and/or BIBD NEXGEN Wallet.
- 13.3. If the Card is issued to a company which is a sole-proprietorship, the sole-proprietor may, at the sole proprietor's sole 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.
- 13.4. The Cardholder acknowledges and agree to inform the Bank immediately if the Cardholder believes that the Cardholder's Card, PIN or Account has been compromised in any way.
- 13.5. The Cardholder understands and agrees that the Cardholder's failure to promptly notify the Bank shall render the Cardholder responsible for all transactions effected by the use of the Card until the Bank has effected a "stop" order on the Card.
- 13.6. In the event the Cardholder request for a Replacement Card, the Cardholder authorises the Bank to directly debit the Account for the Replacement Fee for the issuance of a Replacement Card.

14. BANK'S DISCRETION

- 14.1. 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 or for any reasons is no longer bound to perform the obligations under these Terms or any part therein;
 - (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.

- 14.2. 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 14.1 above.

15. DISPUTE WITH MERCHANTS

- 15.1. The Bank will not be held liable for the refusal of service and/or any goods purchased by the Cardholder or the Merchant's refusal to accept the Card at their terminals or any defect or deficiency in the goods and or services supplied/provided to the Cardholder by any Merchant.
- 15.2. The Cardholder must resolve any complaint directly with the Merchant and no claim against the Merchant may be set off or claimed against the Bank.
- 15.3. In the event the Cardholder dispute any transaction made with the Merchant, the Bank as it deems fit, may carry out investigation on the disputed transaction, in which case the following apply:
- (a) The Bank shall be entitled to impose any charges in relation to the dispute handling and any fees imposed by Mastercard for the continuance of the disputed transactions until the conclusion of the investigation; and
 - (b) In proceeding the disputed transaction to the next level with Mastercard, the Bank will only submit the total number of transactions up to a maximum that is deemed allowable by Mastercard, and shall be subject to change from time to time.

16. EXCHANGE RATE

- 16.1. The Bank may perform currency conversion in respect of any transaction received 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.
- 16.2. 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.
- 16.3. The currency conversion will be based on the Bank's prevailing exchange rate which shall include a fixed percentage of markup based on the converted local currency amount.
- 16.4. 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.

17. TERMINATION

- 17.1. The Bank reserves the right, at any time, to summarily terminate this Terms and to withdraw the service without notice to the Cardholder for any of the following reasons:
- (a) If the Cardholder is in breach of any of the material terms and conditions of this 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 Cardholder is in default of payment of any other financing facility granted by the Bank when the same falls due; or

- (d) 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
- (e) The Bank believes on reasonable grounds, that the Cardholder's Card has been stolen or tampered with and used by an unauthorised person or fraud is being perpetrated against the Cardholder; or
- (f) If the Cardholder becomes insolvent and is unable to pay his/her debts or commits an act of bankruptcy or becomes bankrupt or shall enter into statutory or other composition or arrangement with the Cardholder's creditors or suffer any distress or attachment; or
- (g) If the Cardholder has provided any information or particulars to the Bank which is/are later proven to be incorrect, incomplete or false; or (h) If the Cardholder close all his/her linked Account; or (i) If the Cardholder dies; or
- (h) Any transaction is in excess of funds available in the Cardholder's account.

17.2. In any case, either the Bank or the Cardholder may terminate the use of the Card by giving the other party a minimum seven (7) days' prior notice in writing.

18. GENERAL

18.1. The Cardholder agrees that the Bank shall not be responsible for any losses arising directly or indirectly as a result of any technical/operational malfunctions of the Card or any of the ATM, terminal or any payment website.

18.2. The Cardholder agrees that the Bank will only credit any cash or cheque which is deposited through the ATM to the Cardholder's Account after verification. The Cardholder accepts that the statement issued by the ATM at the time of deposit only represents what was supposed to have been deposited and shall not be binding on the Bank. Cheques will be accepted for collection only and proceeds shall not be available until the cheque have been cleared.

18.3. For new Card application, the Cardholder have the option to have the Card to be collected by the Cardholder at any BIBD Branches or have it delivered to the preferred mailing address as indicated by the Cardholder within Brunei at no cost to the Cardholder. For Card renewal, the Card will be delivered to the Cardholder based on the mailing address as provided by the Cardholder during his/her application. It is within the Cardholder's sole responsibility to update the Bank for any changes in the contact number or mailing address of the Cardholder as soon as reasonably possible.

18.4. The Cardholder acknowledges that the delivery of the Card will depend wholly on the courier services assigned by the Bank and in the ordinary course, the Cardholder may receive the Card within 14 working days from the approval of the Card. The Cardholder hereby agrees to bear the costs for the delivery or courier of the Card to other countries outside Brunei Darussalam.

18.5. The Cardholder must ensure that the details provided to the Bank, that is, the delivery address and phone number are accurate 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.

18.6. 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.

18.7. The Cardholder agrees and accepts that the balance shown on the 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.

- 18.8. The Cardholder (except for sole-proprietor) acknowledges that the Card is non-transferable and cannot be used by any other person other than the Cardholder.
- 18.9. The Cardholder agrees that the Bank may delete, add or vary any provision in these Terms provided that the Bank gives the Cardholder prior reasonable notice thereof by any mode of communication deemed appropriate by the Bank. The Cardholder further agrees that if the Cardholder uses the Card after the date upon which any variation is to take effect (as specified in the notice), the usage of the Card shall signify the Cardholder's acceptance to be bound by such variation.
- 18.10. The Cardholder agrees that if the Cardholder does not agree to any variation in the Terms herein, the Cardholder shall promptly return the Card to the Bank but in any case no more than seven (7) days prior to the date upon which the variations shall take effect for cancellation purposes.
- 18.11. 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 of transmission if sent by facsimile transmission;
 - (d) The date and time when the SMS is successfully push by telecommunication provider; and
 - (e) On the date of publication if published either digitally or by hardcopy.
- 18.12. The Cardholder must immediately notify the Bank for any changes in the address or contact number, failure of which shall render the Communication to be unsuccessful. The Cardholder agreed and indemnify the Bank against all losses, costs and expenses incurred or sustained by the Bank in relation to Clause 18.11 and failure to notify the Bank of the changes in the Cardholder's contact information.
- 18.13. The Bank is authorised to act on any instructions it receives from the Cardholder by way of telephone, facsimile transmission or other means of electronic communication and the Cardholder agrees that the Bank is authorised to act on such instruction which the Bank in its sole discretion believes to have come from the Cardholder.
- 18.14. The Card shall not be used after it is cancelled, expired, or withdrawn or upon the closure of the Account by either the Cardholder or the Bank.
- 18.15. The Cardholder hereby agrees that the use of the Card can only be applied to goods, products or services not prohibited by Shariah principles. The list of the goods, products or services which are prohibited by Shariah principles are not exhaustive and may vary from time to time and shall include:
- (a) Place where alcoholic beverages are packages, served and/or sold;
 - (b) Any nightclubs, pubs, escort and dating services; and
 - (c) Any gambling transactions.
- 18.16. If the Bank discovers that the Cardholder is in violation of any of the Terms stated herein above, the Bank may, at its sole discretion, terminate the Card without further notice to the Cardholder.
- 18.17. 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.
- 18.18. 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

