

(PERSONAL)**Perbadanan TAIB Digital Banking – TERMS & CONDITIONS**

These Terms and Conditions explain your rights and responsibilities relating to the services and information that you use or request from us, or we provide to you, through Perbadanan TAIB Digital Banking. The Terms and Conditions contained herein shall be read together with the Perbadanan TAIB Terms and Conditions.

In using our Services, you acknowledge that you have carefully read and understood the following Terms and Conditions ("Terms") and agree to be bound by the Terms stated herein.

1. Definitions

In this Agreement, unless the context otherwise requires, all words used with capitalized first letter shall have the following meanings:

"Account or Accounts" means any account(s) that the customer has with Perbadanan TAIB and which may be accessed through Perbadanan TAIB Digital Banking.

"Agreement" means the terms and conditions of Perbadanan TAIB Agreement herein, as may be varied from time to time.

"Application" means an application which is acceptable by Perbadanan TAIB from the Customer for the purposes of applying the access to the Services through Perbadanan TAIB Digital Banking.

"Business Day" means the normal banking hours which Perbadanan TAIB is open for business, except for public and bank holidays in Brunei Darussalam, and other days declared by Perbadanan TAIB as a non-banking day.

"Customer" (including references to "you", "your", "yours", "user") means the holder of the Account(s) who is eligible for the Service and enters into this Agreement with Perbadanan TAIB. In the case of joint Account(s), the Customer refers to any and/or all joint holders of the Account.

"Instruction" means any request or application received or transmitted from the Customer to Perbadanan TAIB through Perbadanan TAIB Digital Banking.

"Loss" means any and all liabilities, losses (including indirect and consequential losses), damages, costs, charges and/or expenses of whatsoever nature or however arising, including legal fees on a full indemnity basis.

"Officer" means any director, officer, employee or servant of Perbadanan TAIB.

"Password" means a unique string of characters whether issued or assigned by Perbadanan TAIB to the Customer or chosen by the Customer, which must be keyed in by the Customer in order for Perbadanan TAIB Digital Banking system to authenticate the access.

"Perbadanan TAIB Digital Banking" means the mobile application and internet banking services and/or products that Perbadanan TAIB offer from time to time that enables the Customer to access their Account(s) and/or effect banking and/or other transactions electronically.

"Services" means any credit, banking or other facility product or service provided by Perbadanan TAIB to the Customer from time to time via Perbadanan TAIB Digital Banking.

"Transaction" means all transactions effected by the Customer using the Perbadanan TAIB Digital Banking.

"Transaction PIN" means a personal identification number that is selected by the Customer for Perbadanan TAIB Digital Banking system to authenticate the transaction.

"Perbadanan TAIB" (includes references to "we", "us", "our") means Perbadanan Tabung Amanah Islam Brunei and its subsidiaries and its successors-in-title and assigns.

"User ID" means a unique identifier provided for you to access to your account(s) through Perbadanan TAIB Digital Banking.

"Website" means the website owned, established and maintained by Perbadanan TAIB presently located at www.taib.com.bn or such other website as Perbadanan TAIB may designate from time to time.

"Declaration Form for Joint Account to Sign-up Digital Banking" means a form that is signed by joint account holders to give authorization to any of the account holders to perform activities on Digital Banking.

2. Eligibility and Application of Perbadanan TAIB Digital Banking

- (a) To be eligible to subscribe to Perbadanan TAIB Digital Banking, the Customer must have an existing account with Perbadanan TAIB and must be of 18 years and above. The Customer may apply for Perbadanan TAIB Digital Banking for joint account(s) subject to the relevant signing authority and joint account mandate.
- (b) The Customer may apply to Perbadanan TAIB Digital Banking, but Perbadanan TAIB reserves the right and shall have absolute discretion whether to accept or reject the application and Perbadanan TAIB is not obliged to respond to any request for information from unsuccessful applicants or to assign any reason for such rejection.
- (c) If you have more than one Account with us, you may request Perbadanan TAIB to link the said accounts and Perbadanan TAIB, at its discretion, may link the Account(s) that are eligible to be linked (except in cases of joint accounts requiring more than one signatory) to Perbadanan TAIB Digital Banking

3. Transactions

- (a) The Customer agrees that any Instruction(s) given or transactions effected via the Perbadanan TAIB Digital Banking through the use of Transaction PIN are irrevocable and shall be binding on the Customer upon your transmission to Perbadanan TAIB.
- (b) The Customer agrees that Perbadanan TAIB shall be under no obligation to check the authenticity of any Instruction or the authority of the person giving such Instruction, and the Customer agrees that Perbadanan TAIB shall not be liable for any loss which the Customer and/or any third party may incur by so doing.
- (c) In respect of payments, remittances or fund transfers to other banks or organizations, Perbadanan TAIB is not under any obligation whatsoever to the Customer to verify or check the accuracy or correctness of the account numbers or the identity of the account holders of any account with other bank or organization (whether accounts belong to the Customer or otherwise). Where payments, remittances and/or fund transfers are made to other banks and /or organizations, Perbadanan TAIB shall not be responsible for any loss, claim and/or damage caused to or suffered by the Customer or any other third party arising from non-acceptance or rejection by the receiving banks or organizations or any failure, delay or error by the receiving banks or billing organizations in crediting the account of the payee or beneficiary as specified by the Customer).
- (d) The Customer agrees that it is the Customer responsibility to review regularly the transaction(s) records pertaining to any Instruction initiated through Perbadanan TAIB Digital Banking; the Customer further agrees that Perbadanan TAIB shall not be held liable for any mutilation, interruptions, omission, errors, delay or from its non-receipt or misinterpretation of the Instructions.
- (e) Perbadanan TAIB may at its sole discretion, refuse to carry out any Customer Instruction(s) for any reason, including without limitation, where such Instruction(s) are inconsistent with Perbadanan TAIB's policies or other rules and regulations as may be in effect from time to time.
- (f) The Customer hereby acknowledges that any Instruction(s) that transmitted to Perbadanan TAIB must abide by the stipulated cut-off times. In the event that the Instructions from Customer is received after cut-off time, the Customer must acknowledges that Perbadanan TAIB only carry out the Instruction(s) on the next Business day.
- (g) In the event that the Customer makes a request to Perbadanan TAIB to modify or cancel any Instruction(s), Perbadanan TAIB will take all the reasonable endeavors to comply with such request but shall not be liable for any failure to modify or cancel that Instruction(s) if Perbadanan TAIB receives such request at short notice or under circumstances that render it practically impossible to carry out the request. Perbadanan TAIB shall not be liable for any loss, cost or expense suffered by the Customer if Perbadanan TAIB does not or is unable to vary, cancel or recall that instruction. The Customer hereby agrees to indemnify Perbadanan TAIB against any loss, liability, claim or expense (including legal fees)

it may incur in connection with assisting the Customer to recall, cancel or varying an instruction.

- (h) Where any Instruction(s) to Perbadanan TAIB is inaccurate or incomplete, Perbadanan TAIB shall not be liable for any loss or delay arising from the inaccuracy or incompleteness of such Instruction(s). The Customer shall be responsible for ensuring the accuracy and completeness of any Instruction(s) given to Perbadanan TAIB.
- (i) Where any Instruction(s) is ambiguous and/or inconsistent with other Instructions, Perbadanan TAIB shall be entitled to rely and act upon such Instruction in accordance with any reasonable interpretation thereof which it believes in good faith to be correct interpretation of the same or refuse to act until Perbadanan TAIB receives a fresh Instruction in such form and manner acceptable by Perbadanan TAIB.

4. Security and Confidentiality

(a) The Customer shall exercise extreme care and precaution to prevent the disclosure or unauthorised use by third parties of the User ID and Password. The Customer shall be fully responsible for any accidental or unauthorized disclosure of the User ID and Password to any other person and shall bear the risks and consequences arising from the User ID and Password being used by unauthorised persons and/or for unauthorised purposes.

(b) Perbadanan TAIB may at anytime at its sole and absolute discretion terminate, suspend or vary any service provided under the Perbadanan TAIB Digital Banking or invalidate or replace any of the User ID and Password without assigning any reason and without prior notice to the Customer and shall not be liable or responsible for any loss or damage suffered by or caused by the Customer arising out or connected with or by reason of such termination, suspension, variation, invalidation or replacement.

(c) The User ID and Password shall only be used by the Customer of Perbadanan TAIB to whom the User ID and Password were issued to and provided to the Customer at the request of the Customer. Authorization by the Customer to a third party to collect the User ID and Password will not be allowed by Perbadanan TAIB.

(d) Upon notice or suspicion of the User ID and Password being disclosed to any unauthorised person or is lost or misplaced through theft or otherwise or suspects any unauthorised use of the Services being made, the Customer should immediately change their Password and notify Perbadanan TAIB as soon as possible. The Customer shall remain responsible for any and all use of the Services by unauthorised persons or for unauthorised purposes.

(e) The Customer must not leave the computer terminal unattended nor allow any third party to use the computer terminal once logged on to the TAIB Digital Banking. If the Customer leaves the computer terminal, the Customer must log off the TAIB Digital Banking first. The Customer shall ensure that the Customer has logged off from the TAIB Digital Banking at the end of every session.

(f) In the case of joint accounts, joint account holders are required to fill and complete a "Declaration Form for Joint Account to Sign-up Digital Banking" ("form") to specify the access to the account and notwithstanding such form, the joint account holder(s) shall be jointly and severally responsible and liable for any transaction performed or effected through the joint account prior to and up to the date of receipt of such form.

5. Customer's Other Obligations

(a) The Customer is required to and undertake to submit true, accurate and complete information and must promptly notify Perbadanan TAIB of any change in the information provided. The Customer will be solely responsible for the consequences of us acting or not acting on any inaccurate, incomplete, illegible or outdated information that Customer provides us.

(b) Unless otherwise indicated, the copyright in the website and its contents, including but not limited to the text, images, graphics, sound files, video files and their arrangement are the property of Perbadanan TAIB. No parts or parts of this website may be modified, copied, distributed, displayed, broadcasted, reproduced, published, licensed or commercially dealt with in any manner without the prior written consent of Perbadanan TAIB.

(c) In the event that the Customer receives or retrieves any data or information through Perbadanan TAIB Digital Banking which is not intended for the Customer, the Customer shall immediately notify Perbadanan TAIB and procure the deletion and destruction of such information.

(d) The Customer shall respond to all enquiries and communications from Perbadanan TAIB on any transaction effected or service provided through TAIB Digital Banking within the stipulated dates there to.

6. Charges

(a) Perbadanan TAIB reserves the right to charge and recover from the Customer service charges in connection with the provision of the Service.

(b) Notwithstanding the Customer obligations to pay any fees and charges under any agreement relating to the Accounts, the Customer shall pay to Perbadanan TAIB all fees, commissions and all other charges at such rates and in such manner as Perbadanan TAIB may impose from time to time with respect to any of the Services.

(c) Perbadanan TAIB is entitled to debit your Accounts for payment of any fees, commissions or charges imposed pursuant to this Agreement including government charges and stamp duties as a result of your access to and use of the Service. Perbadanan TAIB is not under any obligation to provide you with any prior notice.

7. Use of Cookies

(a) In order to improve our Internet Banking services to you, Perbadanan TAIB will occasionally use a "cookie" and/or other similar files or programs which may place certain information on your computer's hard drive when you visit our website. A cookie is a small amount of data that our web server sends to your web browser when you visit certain parts of our site. If the Customer's browser is configured to reject all cookies, the Customer shall be denied access to Perbadanan TAIB's Website.

8. Suspension, and Termination of TAIB Digital Banking

(a) Notwithstanding anything herein to the contrary, Perbadanan TAIB may at any time, in its absolute discretion suspend or terminate your right of access to the Perbadanan TAIB Digital Banking or any portion of it without notice and without any obligation to give any reasons whatsoever.

(b) The Customer may terminate Perbadanan TAIB Digital Banking by giving at least thirty (30) days prior written notice to Perbadanan TAIB.

(c) If the Customer commits a material breach of this Agreement or becomes insolvent, Perbadanan TAIB may terminate this Agreement with immediate effect with notice to the Customer.

(d) The Customer acknowledges that termination will not affect the Customer's liability or obligations in respect of Instructions processed by Perbadanan TAIB on the Customer's behalf.

(e) In the event any of the account(s) of the Customer which is linked to the Perbadanan TAIB Digital Banking is terminated/ closed for any reason whatsoever, the Perbadanan TAIB Digital Banking services in relation to that account(s) shall be terminated concurrently, without any further notice to the Customer.

(f) All provisions of these terms and conditions, which by their nature should survive, such as warranty, disclaimers, limitations of liability, confidentiality, and governing law will survive termination of this service.

9. Disclaimer

(a) By using the Perbadanan TAIB Digital Banking services, the Customer acknowledges and agrees:-

- i. to accept the inherent risks associated with carrying out transactions through the internet;
- ii. where we provide hypertext links to third party internet websites, such links are not an endorsement by Perbadanan TAIB of any products or services in such websites. The Customer uses of such links are made entirely at their own risk and we accept no liability or responsibility for the content, use, availability of such websites;
- iii. nothing in our website should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment or to engage in another transaction, or to provide any investment advice or service.

- (b) Without prejudice to any other provisions here, we or any of our directors, officers, employees or our shareholders or technology suppliers shall not be liable in any event to the Customer for any damages or loss of any kind, including but not limited to direct, indirect, incidental, consequential or punitive damages arising out of or in connection with Perbadanan TAIB Digital Banking.
- (c) Perbadanan TAIB shall not be responsible or liable to the Customer for any loss, damage or embarrassment incurred or suffered arising from:-
 - i. any inaccurate or incomplete instructions that might be transmitted through Perbadanan TAIB Digital Banking by the Customer to Perbadanan TAIB.
 - ii. attack or interference by any computer virus, system corruption, worms or by any person.
 - iii. any failure, delays in transmission, interruption, errors, omission or breakdown of any equipment, system or server software.
 - iv. Any fraudulent or unauthorised Instructions, or any loss (including consequential loss), damage or liability whatsoever suffered and/or incurred by the Customer unless arising through the gross negligence or willful default of Perbadanan TAIB.
 - v. Any refusal by Perbadanan TAIB to effect any instructions given by the Customer due to any order of court, notice, directive or any statute, regulation or by-law.
 - vi. Any disclosure to third parties arising as a result of the Customer's own negligence or failure to keep the User ID(s) and Password(s) confidential.

10. General Indemnity

The Customer agrees to indemnify and keep Perbadanan TAIB indemnified from and against all claims, losses, liabilities, costs and expenses (including but not limited to any legal fees) arising directly or indirectly or which may arise out of the Customer's breach or violation of these Terms and Conditions or any third party rights or the Customer purported use of the Perbadanan TAIB Digital Banking or due to the delay and/or failure of Perbadanan TAIB Digital Banking. This obligation to indemnify Perbadanan TAIB shall survive the termination of these Services.

Perbadanan TAIB's obligations shall be suspended for the duration of the disabling event. Perbadanan TAIB shall not be liable for any delay, loss, damage or inconvenience caused or arising from or in connection with the disabling events.

Examples of such events include but are not limited to equipment, system or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, wars, accidents, epidemics, strikes, lockouts power blackouts or failures, labour disputes or acts, regulatory requirements/demands of governments.

11. Miscellaneous

- (a) Perbadanan TAIB reserves the right to add, revise, amend or cancel in whole or in part any of the Terms in this document. Any such addition, revision, amendment or cancellation will take effect and become binding on the Customer from such time as when the same is notified by Perbadanan TAIB in any manner it deems fit, notwithstanding the fact that the Customer's attention may not have been caught by the said notifications. The Customer agrees that the use of the Perbadanan TAIB Digital Banking is also subject to Perbadanan TAIB's Terms and Conditions governing accounts opened with Perbadanan TAIB, which shall prevail in the event of any discrepancy between such terms and the terms of this Service.
- (b) If any part of the Terms herein becomes invalid, illegal or unenforceable pursuant to any law, then the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.
- (c) No failure or delay on the part of Perbadanan TAIB in exercising nor any omission to exercise any right, power, privilege or remedy provided in the Terms shall constitute a waiver or acquiescence of such default which shall affect or impair any right, power, privilege or remedy herein.
- (d) The English version of these Terms shall prevail wherever there is a conflict or discrepancy in the interpretation in any language.

- (e) All notices to be given under this Agreement must be communicated by post, facsimile transmission, electronic mail or through Perbadanan TAIB Digital Banking or by online messages posted on the Website. If by post, the notice shall be deemed received within five (5) days after posting by Perbadanan TAIB, and if by facsimile transmission, electronic mail, through Perbadanan TAIB Digital Banking or by online messages posted on the Website, the notice shall be deemed received immediately on dispatch.
- (f) The Customer agrees not to dispute the validity, accuracy or authenticity of the evidence of Instructions and communications transmitted in any electronic form between the parties. The Customer further agrees that all such records shall be binding upon the Customer and that the Customer will not be entitled to dispute the validity or authenticity of the same.
- (g) The Customer agrees that all instructions and communications that meet the operating standards and requirements of Perbadanan TAIB shall be deemed to be as good as and given the same effect as written and/or signed documentary communications by Perbadanan TAIB.
- (h) Nothing in this Agreement shall affect any right of set-off or combination which Perbadanan TAIB has in relation to any Accounts which the Customer accesses through Perbadanan TAIB Digital Banking.
- (i) Transaction limit as follows: Transactions on the Customer's accounts made via Perbadanan TAIB Digital Banking are subject to the following daily fund transfer limit and such limit imposed may be varied by Perbadanan TAIB from time to time at its absolute discretion. Subject to Perbadanan TAIB's rights to vary the limits, the aggregate total maximum daily transfer and withdrawal limit for all the Customer's accounts is BND20,000.00 (BRUNEI DOLLARS: TWENTY THOUSAND ONLY), which is apportioned to such services as below:-
 - i. Fund Transfer within Perbadanan TAIB, other local / domestic banks in Brunei and abroad via Telegraphic Transfer maximum BND15,000.00 (BRUNEI DOLLARS: FIFTEEN THOUSAND ONLY) per day.

The Customer may specify a higher maximum daily limit subject to the condition that the Customer takes full responsibility for the higher limit the Customer has set.

12. Regulations

- (a) Perbadanan TAIB is required to act in accordance with the local laws and regulations operating in Brunei Darussalam and various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions ("Regulations"). Perbadanan TAIB may take any action which it, in its sole and absolute discretion, considers appropriate to comply with the Regulations.
- (b) Perbadanan TAIB will not be liable for any loss (whether indirect or consequential) or damage suffered by any party arising out of:
 - i. any delay or failure of Perbadanan TAIB in performing any of its duties under this Agreement or other obligations caused in whole or in part by any steps which Perbadanan TAIB, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations; or
 - ii. the exercise of any of Perbadanan TAIB's rights under this Agreement.

13. Governing Law And Jurisdiction

- (a) The Services and these Terms shall be governed by and construed in accordance with the laws of Brunei Darussalam.
- (b) The Customer agrees to submit to the exclusive jurisdiction of the Courts of Brunei Darussalam.