



## **DEBIT CARD TERMS AND CONDITIONS**

These Terms and Conditions ("T&C") explain the responsibilities and obligations of the Customer and Perbadanan Tabung Amanah Islam Brunei ("TAIB") relating to TAIB's Debit Card ("Card") services. These T&C are to be read together with the General Terms and Conditions of TAIB's products and services and Debit Card Product Disclosure Sheet.

In subscribing to TAIB Debit Card services, the Customer confirms that they have carefully read and understood these T&C and agrees to be bound by them.

If there is a conflict or inconsistency between these T&C and any prior agreement between TAIB and the Customer or other specific information provided to the Customer with respect to any product and service, these T&C shall prevail.

### **1. DEFINITIONS**

- a) "Account" means the Current Account or Savings Account which is linked to the Card;
- b) "Application" means an application for the issuance of a Card;
- c) "ATM" means the Automated Teller Machine (ATM) or any card-operated machine which accepts the Card including but not limited to machines belonging to TAIB or to the Mastercard ATM network;
- d) "Card" means Debit Mastercard of all types or range issued by TAIB pursuant to the T&C including a Card issued by TAIB or Mastercard by special arrangement with an association, club or any legal entity and renewal or replacement;
- e) "Card Transaction" means any payment made or Cash Withdrawal obtained or any amount charged for any goods, services or other benefits by, through or from the use of the Card or the PIN or in any other manner or form, including but not limited to mail, telephone or facsimile orders or reservations, regardless of whether a sales draft or cash advance or disbursement or other voucher or form is signed by the Cardholder;
- f) "Cardholder", "Customer" and/or any similar reference means an individual to whom a Card bearing that individual's name is issued by TAIB;



- g) “Cash Withdrawal” means any cash withdrawal from the Card Account within the limit set by TAIB in any currency, in cash or other form of payment, obtained by the use of the Card at ATMs, TAIB, or other participating banks or financial institutions;
- h) “Merchant” means any retailer or establishment offering or dealing in products or services that are not prohibited against Syariah principles, which accepts TAIB Cards as a medium of payment for the purchase of the goods or services;
- i) “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 via SMS to the Cardholder’s mobile phone number registered with TAIB;
- j) “Personal Identification Number (PIN)” means in relation to a Cardholder, the personal identification number issued to the Cardholder to enable the Card to be used at an ATM;
- k) “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 days as shall be prescribed by TAIB from time to time at its sole discretion with notice to the Cardholder in any from TAIB may prescribe.
- l) “Terminal” means any automated teller machine or point of sale terminal through which Card Transactions can be performed.

## **2. INTERPRETATIONS**

- 2.1 Words referring to the singular shall include the plural numbers and vice versa.
- 2.2 Reference to a person includes reference to a sole-proprietorship, partnership, firm company, corporation or other entity.
- 2.3 Reference to a Clause is to a clause of these T&C.
- 2.4 The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of these T&C.

## **3. OBTAINING SERVICES**

- 3.1 The Customer is required to complete and sign the relevant Application Form.



- 3.2 The Customer must comply with the specific terms and conditions and all requirements by TAIB to obtain such services.
- 3.3 The Customer shall provide accurate and correct information in the relevant Application Form and TAIB shall rely on such information.
- 3.4 TAIB is entitled to reject any application to obtain services if the Customer does not comply with TAIB's requirements.

#### **4. THE CARD**

- 4.1 The Customer shall be given a welcome pack setting out the steps to activate the Card. The Card shall be activated by using it at an ATM machine and inputting an OTP that will be sent to the Customer's mobile phone via SMS. The OTP will be generated automatically upon first use of the card in the ATM machine or by contacting TAIB Call Centre to request for the OTP to be sent. For any enquiries, the Customer may contact TAIB's Call Centre or visit TAIB's branch.
- 4.2 The Card is and will, at all times be the property of TAIB and must be surrendered to TAIB immediately upon request by TAIB.
- 4.3 The Card has a built-in chip feature in addition to the magnetic stripe. The chip is a secure payment mechanism which is only accepted in certain countries. The chip may be used at Terminals by using the Card and Cardholder's signature.
- 4.4 The Card is not transferable and will be used exclusively by the Cardholder. The Cardholder may not pledge the Card as security for any purpose whatsoever.
- 4.5 The Cardholder shall at all times ensure that the Card is kept in a safe place. The Cardholder under no circumstances whatsoever will allow the Card and/or PIN to be used by any other individual.
- 4.6 The Cardholder shall only be issued with one (1) Card at any one time.
- 4.7 The Card is based on the Syariah principle of *Ujrah*, where a contract is used to get a certain service or benefit that is payable and made permissible for a certain fee. In this context, TAIB prepares the Card for the Cardholder according to this T&C. TAIB will charge a fee based on TAIB's Schedule of Tariffs and Fees.

#### **5. USE OF THE CARD**

- 5.1 The Card may be used for any transaction within the authorised Spending Limit.



- 5.2 When the Card is used at an ATM for Cash Withdrawals, the Cardholder shall be responsible for all transactions whether processed with the Cardholder's knowledge or by the Cardholder's express or implied authority.
- 5.3 The Cardholder hereby authorises TAIB to debit the Customer's account with the amount of any withdrawal in accordance with TAIB's record of transaction.
- 5.4 If a Cardholder loses or damages the Card, TAIB will issue a replacement Card upon fulfillment of TAIB's requirements.
- 5.5 The Cardholder undertakes to act in good faith at all times in all dealings in relation with the Card.
- 5.6 Notwithstanding that the Cardholder's Spending Limit has not been exhausted, TAIB reserve the right to withdraw or restrict the Cardholder's use of the Card or refuse to authorise any Card Transaction.
- 5.7 Any Card Transaction made in a foreign currency will be converted to a local currency at a rate of exchange in accordance to the prevailing rate.
- 5.8 The Card must not be used for any unlawful purpose, including purchases of goods or services prohibited by Syariah law.
- 5.9 Any withdrawal of cash, payment or fund transfer using the Card shall be rejected if there are insufficient funds in the account.

## **6. CONTACTLESS TRANSACTION**

- 6.1 The contactless transaction may be used by the Cardholder by tapping the Card against a contactless terminal without requiring any signature or entering of any PIN.
- 6.2 The Cardholder shall be solely liable for all contactless transactions effected using the Card.

## **7. SIGNATURES**

- 7.1 The Cardholder shall, upon receipt of the Card, promptly sign at the back of the Card to prevent unauthorised or fraudulent use of the Card.
- 7.2 The Cardholder acknowledges that in using the Card, the Cardholder's signature on any sales draft, credit voucher or other transaction record shall be deemed binding and conclusive evidence that the Cardholder has authorised the transactions.

## **8. FEES**

8.1 In subscribing to TAIB's Card services, the Cardholder agrees to pay the fees and charges in accordance with TAIB's Schedule of Tariffs and Fees, which may be amended from time to time.

## **9. PIN AND OTP**

9.1 For activation, the PIN shall be sent via SMS to the Cardholder's mobile number.

9.2 When conducting online transactions using the Card, the Cardholder may receive an OTP which will be sent to the Cardholder's mobile phone number registered with TAIB. Any changes to mobile number shall be communicated to TAIB as per Clause 16.2.

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

## **10. SUSPICIOUS TRANSACTIONS**

10.1 When subscribing to the Card services with TAIB and all financial transactions of accounts maintained by TAIB are subject to TAIB's internal policies and procedures on Know Your Customer (KYC) and Anti Money Laundering and Counter Terrorism Financing (AML and CTF), Brunei Darussalam applicable laws and regulations and directives of the Autoriti Monetari Brunei Darussalam.

10.2 TAIB reserves the right to reject any deposit or withdrawal of funds or block any transaction which TAIB knows or has reasonable grounds to believe that such funds have been derived or realised directly or indirectly from the commission of unlawful activities or that the transaction is deemed to be suspicious, and TAIB reserves the right to close the Cardholder's accounts, revoke or cancel all services provided to the Cardholder and shall report the matter to the relevant competent authority.

## **11. UNAUTHORISED TRANSACTIONS AND LOST CARDS**

11.1 The Cardholder shall keep the Card safe at all times and take all due care and precaution to prevent loss, theft or damage to the Card, and shall not disclose to other person any confidential information, which includes passwords, PINs, OTPs, security codes, memorable data, codes and passwords set up with TAIB for any facility.

11.2 In the event that the Card is lost or stolen, the Cardholder shall immediately notify TAIB by contacting the TAIB Call Centre or by visiting any of TAIB's branch upon discovery of loss or theft. The Cardholder may request to temporarily block the Card by calling TAIB's Call Centre or immediately block the Card on the Mobile Application.

11.3 The Cardholder shall inform TAIB immediately if the Cardholder knows or suspects that unauthorised transactions have been effected, or unauthorised person knows or has knowledge



of the Cardholder's confidential information or has possession of the Cardholder's confidential items, including those of the authorised persons.

- 11.4 The Cardholder's failure to inform TAIB shall render the Cardholder liable for all transactions effected by the use of the Card.

## **12. TERMINATION**

- 12.1 TAIB reserves the right to withdraw the Card services immediately without prior notice, amongst others in the following circumstances:

- (i) the Cardholder is non-compliant to these T&C;
- (ii) the Cardholder is not entitled or no longer entitled to maintain an account with or receive service provided by TAIB;
- (iii) the Cardholder has provided TAIB with false information;
- (iv) TAIB reasonably believes that:
  - (a) the Cardholder is allowing other person to access or use his or her account to conduct criminal activities;
  - (b) the Cardholder is involved in criminal activities;
  - (c) the Cardholder has placed TAIB in a position where TAIB may break the law and regulation, court order or competent authority's directive; or
  - (d) there has been a breach of security or misuse of the Cardholder's account, security details or payment device.

- 12.2 In any other cases, TAIB may terminate the use of the Card by giving the Cardholder a minimum seven (7) days' prior notice.

- 12.3 The Card must not be used after its cancellation and expiration. Upon termination of Card services, the Cardholder must surrender the Card to TAIB.

## **13. EXCLUSION OF LIABILITY**

- 13.1 The Cardholder shall fully indemnify and hold harmless TAIB and its servants, employees, board of directors, advisors and agents for all losses, costs, damages, claims and expenses including legal fees arising from or incurred by TAIB in acting or carrying out any instruction given by the Cardholder to TAIB pursuant to these T&C.

- 13.2 This indemnity shall continue notwithstanding of cancellation, termination, suspension or interruption of the Cardholder's account or the service provided to the Cardholder.

- 13.3 TAIB shall not be liable to the Cardholder for any loss resulting from amongst others:

- (i) compliance or non-compliance to Brunei Darussalam laws and regulations or the competent authority's directives, notices or guidelines;
  - (ii) failure by the Cardholder to comply with any of these T&C;
  - (iii) circumstances outside of TAIB's control or events of force majeure; or
  - (iv) unauthorised transaction conducted on the Cardholder's account as a result of the Cardholder's negligence or careless acts or omissions of the Customer's authorised person.
- 13.4 TAIB shall not be liable for the refusal of service or 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 or services provided to the Cardholder by any Merchant.

#### **14. VARIATION OF TERMS**

- 14.1 TAIB reserves the right to amend or vary these T&C at any time. Such amendment or variation shall be communicated to the Cardholder as per clause 16.1 and by giving one (1) month notice.
- 14.2 If the Cardholder does not accept any such changes to these T&C, the Cardholder may terminate his Card services in accordance with Clause 12.
- 14.3 If the Cardholder retains or uses the Card after TAIB has given the Cardholder notice of any changes to these T&C, the Cardholder will be deemed to have accepted and agreed to such changes.

#### **15. DISCLOSURE OF INFORMATION**

- 15.1 All Cardholder's information provided to TAIB are treated as private and confidential information, and will not be disclosed to any third party save for when required:
- (i) by law or competent authority;
  - (ii) by Merchants or service providers for purposes of TAIB's business; or
  - (iii) upon receiving written instruction from the Customer.

#### **16. COMMUNICATION**

- 16.1 Notices under these T&C may be communicated either by post, text message, phone call, electronic mail, QR code or through Digital Banking or online messages posted on TAIB's website or social media, or any other method TAIB deems fit.
- 16.2 TAIB shall be entitled to use the most recent contact information as provided by the Cardholder. If there are changes to the information or details provided to TAIB, the Cardholder shall notify TAIB immediately. If the Cardholder fails to do so, TAIB shall not be responsible for no or lack of information received by the Cardholder and any loss resulting therefrom.



## **17. GOVERNING LAW**

- 17.1 These T&C shall be governed by the laws of Brunei Darussalam. The Courts of Brunei Darussalam shall have the exclusive jurisdiction over any dispute that may arise in connection with this T&C or performance thereof by the Cardholder.

## **18. GENERAL**

- 18.1 These T&C shall bind the Cardholder's or representatives, assigns and successors in title, Liquidators and Receivers respectively.
- 18.2 If any provision contained in these T&C shall be determined invalid, unlawful or unenforceable, such provision shall be deemed severed from the remaining provisions of these T&C, and the remaining provisions contained in these T&C shall continue to be valid and enforceable to the fullest extent permitted by law.
- 18.3 TAIB's failure or delay in exercising or enforcing its right under these T&C shall not operate as a waiver of and shall not affect TAIB's rights under these T&C, nor shall any single or partial exercise of the rights under these T&C preclude any further exercise of such right or any other right under these T&C.
- 18.4 If there is any conflict or inconsistency between the Malay language version and English version of the T&C, the English language version shall prevail.