

## DIGITAL BANKING (“DB”) TERMS AND CONDITIONS

This Terms and Conditions (“T&C”) explain the responsibilities and obligations of the Customer relating to Perbadanan Tabung Amanah Islam Brunei’s (“Perbadanan TAIB”) Corporate Internet Banking, Personal Internet Banking and TAIB Mobile Applications services (collectively referred to as “Digital Banking”) and information. This T&C is to be read together with Perbadanan TAIB General Terms and Conditions, which shall form part of this T&C.

In subscribing to Perbadanan TAIB’s Digital Banking Services (“DBS”), the Customer confirms that they have read and understood this T&C and agreed to be bound by them.

If there is any inconsistency between this T&C and any prior agreement between Perbadanan TAIB and the Customer with respect to DBS, this T&C shall prevail.

### 1. DEFINITIONS

- a) “Account” means any form of saving, deposit or account opened and maintained with Perbadanan TAIB in respect of which Perbadanan TAIB allows transactions to be performed through DBS;
- b) “Corporate Administrator” means the person(s) appointed by the Corporate Customer in their mandate to hold the administrative role to carry out certain administrative functions in relation to their Corporate Internet Banking;
- c) “Digital Banking (DB)” means Perbadanan TAIB’s Corporate Internet Banking (TAIBVX Corporate), Personal Internet Banking (TAIBVX Web) and TAIB Mobile Applications services (TAIBVX Mobile) through the use of any electronic or telecommunications equipment to access accounts, manage transactions and carry out banking activities online.
- d) “Digital Banking Services (DBS)” means the services, transactions, facilities or products provided by Perbadanan TAIB through Digital Banking including but not limited to Scan to Pay, External Payment Interface or any other application available in the Digital Banking;
- e) “External Payment Interface (EPI)” means a payment feature available on the Merchant’s website which enables the Customers to make payment through the Digital Banking Services;
- f) “Instructions” means any request or application received or transmitted to Perbadanan TAIB by the Customer through Digital Banking Service;
- g) “Merchants” means any retailer or establishment offering or dealing in products or services that are not prohibited against Syariah principles, which accepts payment from Perbadanan TAIB’s DBS as a medium of payment for the purchase of the goods or services;
- h) “Online Transactions” means including but not limited to any transfer, withdrawal or payments made;

- i) "One Time Passwords (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 Customer's mobile phone number registered with Perbadanan TAIB;
- j) "Passwords" means any number, password or other names, phrases, symbols, codes or OTPs issued or assigned by Perbadanan TAIB to a Customer to enable the Customer to access to any Account or use to conduct transactions on Digital Banking Services;
- k) "Ribawi" means gold, silver and currency;
- l) "Scan To Pay (STP)" means a payment feature available on Digital Banking Services which enables the customers to make payment to the Merchant for goods and/or services by scanning the QR code;
- m) "Spending Limit" means subject to the available balance in the Customer's Account the maximum amount which the Customer may spend using DBS in any given days as shall be prescribed by Perbadanan TAIB from time to time at its sole discretion with notice to the Customer in any from Perbadanan TAIB may prescribe;
- n) "User ID" means the User ID produced by the Customer when registering on DBS;
- o) "QR Code" means Quick Response Code, a type of matrix barcode (or two-dimensional barcode) that shall be used by Perbadanan TAIB's Scan To Pay;

## **2. INTERPRETATIONS**

- 2.1 Words referring to the singular shall include the plural and vice versa, and the use of any gender shall be deemed to include the other gender.
- 2.2 Reference to a person includes reference to natural and legal person, including a sole-proprietorship, partnership, firm, company, corporation, or any other form of legal entity.
- 2.3 The headings in this T&C are for reference only and shall not be taken into consideration in the interpretation of this T&C.

## **3. OBTAINING SERVICES**

- 3.1 To obtain the DBS, the Customer must comply with this T&C and all requirements set by Perbadanan TAIB.
- 3.2 The Customer shall provide complete, accurate and correct information in when using the DBS and Perbadanan TAIB shall be entitled to rely on such information given. The Customer undertakes to notify Perbadanan TAIB of any change to such information.
- 3.3 The DBS will enable the Customer to view the Account, conduct transactions and apply for any Perbadanan TAIB'S facilities.
- 3.4 The Customer is required to select the Account to be used for DBS and shall ensure there are sufficient funds in the selected Account for any transactions.
- 3.5 Perbadanan TAIB reserves the right to appoint Merchants to carry out the Customer's transactions and shall not be responsible for such transactions.

- 3.6 Perbadanan TAIB is entitled to reject or suspend any DBS at its sole discretion at any time without prior notice to Customer.
- 3.7 The Customer shall be responsible for all transactions and Perbadanan TAIB shall not be held liable for any losses or actions made with the DBS.

#### **4. ONLINE TRANSACTION**

- 4.1 The Customer hereby authorises Perbadanan TAIB to debit the Customer's Account with the amount of any payment transaction in accordance with Perbadanan TAIB's record of transaction.
- 4.2 When conducting Online Transactions, the Customer shall be responsible for all Online Transactions whether processed with the Customer's knowledge or by the Customer's express or implied authority.
- 4.3 The Customer undertakes to act in good faith at all times in dealings in relation to the DBS.
- 4.4 Notwithstanding that the Customer's Spending Limit has not been exhausted, Perbadanan TAIB reserve the right to restrict the Customer's use of the DBS.
- 4.5 The DBS must not be used for any unlawful purpose, including purchases of goods or services prohibited by Syariah law and Ribawi goods such as gold and silver in a deferred or gradual or instalment manner.

#### **5. INSTRUCTION FROM CUSTOMER**

- 5.1 Perbadanan TAIB is entitled to rely and act upon any instruction given by the Customer in writing or through DBS.
- 5.2 Unless otherwise instructed by the Customer, the Merchants are deemed to be duly authorised to make currency conversions at such prevailing currency exchange rate in respect of any amount of monies received from or due to the Customer.
- 5.3 The Customer acknowledges that any fee or charge levied for local currency conversion into a foreign currency will be based on the prevailing currency exchange rate.
- 5.4 The Customer agree that all instructions given to Perbadanan TAIB are final. Any request by the Customer to recall or cancel such instructions are to be made in writing and Perbadanan TAIB reserves the right to accept or decline such request.
- 5.5 Perbadanan TAIB reserves the right to request further confirmation on any instruction given by the Customer in any form or manner as Perbadanan TAIB deem appropriate.

#### **6. USER ID AND PASSWORD**

- 6.1 The Customer shall not disclose to any person any confidential information in relation to DBS, which includes User ID and Password.
- 6.2 The User ID and Password shall solely be used and accessed by the Customer.

- 6.3 The Customer shall immediately change their Password if the Customer knows or suspects a person has knowledge or has possession of the User ID and Password.

## **7. CORPORATE CUSTOMER OBLIGATIONS**

- 7.1 The Corporate Customer shall subscribe to the Corporate Internet Banking Services ("CIBS") by filling in the Application form.
- 7.2 In subscribing the CIBS, the Corporate Customer shall appoint Corporate Administrator to administer the CIBS on its behalf. The Corporate Administrator shall have the knowledge and skill to operate and maintain all equipment and software installed to utilise the CIBS.
- 7.3 The Corporate Customer shall be solely responsible for all the actions of the Corporate Administrator.
- 7.4 The Corporate Customer shall inform Perbadanan TAIB immediately in writing of any changes to the Corporate Administrator or any mandate who has access to the CIBS.
- 7.5 The Corporate Customer shall instruct Perbadanan TAIB in writing to revoke the User ID and Password.
- 7.6 Perbadanan TAIB may give information, if required with the Corporate Customer's consent, to a person, body corporate, partnership, firm or any other entity that the Corporate Customer recognises as a Customer affiliate, which has access and uses to the information.
- 7.7 The Corporate Customer further acknowledge and shall also abide to the rest of this T&C.

## **8. FEES AND CHARGES**

- 8.1 In subscribing to DBS, the Customer agrees to pay the fees and charges as set out in accordance with TAIB Schedule of Tariffs and Fees, which may be amended from time to time.

## **9. USE OF COOKIES**

- 9.1 Perbadanan TAIB shall use cookies to verify whether the Customer is logged into Perbadanan TAIB's website. If the Customer's browser has been configured to reject all cookies, the Customer shall be denied access to Perbadanan TAIB's website.

## **10. TERMINATION**

- 10.1 Perbadanan TAIB reserves the right to withdraw the DBS immediately without prior notice, amongst others in the following circumstances:
- (i) the Customer is non-compliant to these T&C;
  - (ii) the Customer is not entitled or no longer entitled to maintain an account with or receive service provided by Perbadanan TAIB;
  - (iii) the Customer has provided Perbadanan TAIB with false information;
  - (iv) Perbadanan TAIB reasonably believes that:
    - (a) the Customer is allowing other person to access or use his or her account to conduct criminal activities;
    - (b) the Customer is involved in criminal activities;

- (c) the Customer has placed Perbadanan TAIB in a position where Perbadanan 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 Customer's account, security details or payment device.

## **11. GENERAL**

- 11.1 Perbadanan TAIB reserves the right to implement whatever security procedures deemed appropriate or necessary or adopted from time to time to verify the Customer's identity, use of DBS and amongst others.
- 11.2 Perbadanan TAIB is authorised to disclose any information relating to the Customer's instruction relating to the Services including the Customer's personal information to any regulatory authority or for such other purposes as may be deemed necessary by Perbadanan TAIB.
- 11.3 Perbadanan TAIB may issue computer-generated document to the Customer such as e-statements and e-receipts for any Online Transactions. The Customer acknowledges that the document shall be deemed binding and conclusive evidence. The Customer shall inform Perbadanan TAIB in writing immediately upon discovery of any errors.
- 11.4 The Customer shall inform Perbadanan TAIB immediately if the Customer knows or suspects that unauthorised transactions have been affected.
- 11.5 The Customer is solely responsible for any electronic equipment or system used to access the Customer's User ID, Password, and access to the DBS.
- 11.6 All contents on the DBS are copyrighted and licensed for use by Perbadanan TAIB. The Customer cannot reproduce, distribute, publish, modify, display, broadcast, hyperlink or transmit the information retrieval system without prior written consent of Perbadanan TAIB.
- 11.7 The Customer shall inform Perbadanan TAIB immediately, if the Customer receives or retrieves data or information from the DBS that does not belong to the Customer.
- 11.8 The Customer acknowledges that in using the DBS, any evidence of instructions and communications transmitted in any electronic form with Perbadanan TAIB or other transaction record shall be deemed binding and conclusive evidence that the Customer has authorised the transactions.
- 11.9 If any provision contained in this T&C is determined invalid, unlawful or unenforceable, such provision shall be deemed severed from the remaining provisions of this T&C, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.10 Perbadanan TAIB's failure or delay in exercising or enforcing its right under this T&C shall not operate as a waiver and shall not affect Perbadanan TAIB's rights under this T&C, nor shall any single or partial exercise of the rights under this T&C precludes any further exercise of such right or any other right under this T&C.
- 11.11 Perbadanan TAIB reserves the right to amend, vary or modify any provision in this T&C whether in whole or in part, and such amendment, variation or modification will be communicated to the Customer in accordance to Perbadanan TAIB's communication policy.

11.12 In the event of any inconsistency between the English version and Malay version of this T&C, the English version shall prevail.

**12. Governing Law**

12.1 This 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 the performance thereof by the Customer.

[end of doc]