



CREDIT CARD TERMS AND CONDITIONS

The Terms and Conditions ("T&C") explain the responsibilities and obligations of the Customer and Perbadanan Tabung Amanah Islam Brunei ("Perbadanan TAIB") relating to Perbadanan TAIB's Credit Card services ("Services").

This T&C is to be read together with the Digital Banking Terms and Conditions, General Terms and Conditions of Perbadanan TAIB's Products and Services and Credit Card Product Disclosure Sheet.

In subscribing to the Perbadanan TAIB Credit 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 any inconsistency between this T&C and any prior agreement between Perbadanan TAIB and the Customer, this T&C shall prevail.

1. DEFINITIONS

- a) "Administration Fee" means a fee calculated at a fixed monthly rate prescribed by Perbadanan TAIB imposed on the Card Limit;
- b) "Annual Fee" means a fixed yearly fee at an amount prescribed by Perbadanan TAIB for subscribing to the Services;
- c) "Application Form" means an application for the issuance of a Card;
- d) "ATM" means the Automated Teller Machine (ATM) or any card-operated machine which accepts the Card including but not limited to machines belonging to Perbadanan TAIB or to the Mastercard ATM network;
- e) "Card (s)" means credit card of all types or range provided and issued by Perbadanan TAIB including but not limited to virtual or contactless cards capabilities pursuant to the T&C including a card issued by Perbadanan TAIB on any special arrangement with an association, club or any legal entity and renewal or replacement;
- f) "Card Account" means the account opened which is linked to the Card in the name of the Cardholder;
- g) "Card Limit" means the maximum amount available on the Card Account as permitted by Perbadanan TAIB to the Cardholder from time to time;
- h) "Card Terminal" means any ATM, card-operated machine or point of sale terminal through which Card Transactions can be performed.
- i) "Card Transaction (s)" means any transaction, payment made or transfer or withdrawal 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 contactless, online, 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;

- j) "Cardholder",
"Customer" and/or any similar reference means an individual to whom a Card bearing that individual's name is issued by Perbadanan TAIB. Customer shall also include Corporate Customer;
- k) "Cash Withdrawal" means any cash withdrawal from the Card Account within the limit set by Perbadanan TAIB in any currency, in cash or other form of payment, obtained by the use of the Card at ATMs, any card-operated machine Perbadanan TAIB, or other participating banks or financial institutions. The cash withdrawal may be subjected to a fee prescribed by Perbadanan TAIB;
- l) "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 Card;
- m) "Due Date" means the date of payment set by Perbadanan TAIB in respect of the outstanding amount or minimum amount which is to be paid by the Cardholder;
- n) "Ibra" means a discretionary rebate granted to the Cardholder on the Administration Fee imposed based on the criteria set by Perbadanan TAIB;
- o) "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;
- p) "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 Perbadanan TAIB;
- q) "Personal Identification Number (PIN)" means in relation to the personal identification number issued to the Cardholder;
- r) "Primary Card (s)" means Cards issued to a Primary Cardholder;
- s) "Primary Cardholder" means a person who is the primary applicant to whom the Card is issued and for whom the Card Account is first opened by Perbadanan TAIB;
- t) "Statement" means the Card Account's statement in any other manner or form issued by Perbadanan TAIB including but not limited through Perbadanan TAIB's digital banking showing particulars of the outstanding amount incurred and payable to Perbadanan TAIB;
- u) "Supplementary Card (s)" means Cards other than Primary Card issued to a Supplementary Cardholder;

- v) "Supplementary Cardholder" means the person to whom a Supplementary Card is issued by Perbadanan TAIB;

2. INTERPRETATION

- 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 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 Perbadanan TAIB to obtain such Services.
- 3.3 The Customer shall provide accurate and correct information in the relevant Application form and Perbadanan TAIB shall rely on such information.
- 3.4 Perbadanan TAIB may require the Cardholder to provide collateral or security to be assigned to the Card Account and it may be used to settle any outstanding amounts in respect of the Card.
- 3.5 Perbadanan TAIB is entitled to reject any Application to obtain the Services if the Customer does not comply with Perbadanan TAIB's requirements.
- 3.6 Perbadanan TAIB reserves the right to review, discontinue or renew the Services provided to the Customer without assigning any reason.
- 3.7 Each Card shall be provided a takaful coverage by a takaful provider authorized by Perbadanan TAIB. The Cardholder will be subjected to the takaful's terms and conditions. Perbadanan TAIB shall not be liable to any dispute in relation to the takaful coverage. The Cardholder shall be liable to the takaful coverage fee.

4. THE CARD

- 4.1 The Card is and will, at all times be the property of Perbadanan TAIB and must be surrendered to Perbadanan TAIB immediately upon request by Perbadanan TAIB or its duly authorised agent.
- 4.2 The Cardholder shall be assigned a Card Account, Card Limit and PIN to conduct Card Transactions with the Card.
- 4.3 The Cardholder may apply and hold several types of Cards with its own Card Account and Card Limit. Such Application shall be subjected to Perbadanan TAIB's requirement.

- 4.4 The Card is EMV certified with built in smart chip and magnetic stripe. The chip may be used at any Card Terminal by using the Card and Cardholder's signature.
- 4.5 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.
- 4.6 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.
- 4.7 The Card is based on the Syariah concept of **Kafalah bil Mal** (financial guarantee), **Wakalah bil Ujrah** (agency with fee) and **Qardh** (loan). Under the concept of **Kafalah bil Mal**, Perbadanan TAIB acts as the guarantor (*kafil*) for the payment of all transaction made by the Cardholder using the Card. Whereas under the concept of **Wakalah bil Ujrah**, Perbadanan TAIB makes payment as the agent for the Cardholder to the merchant. Under the concept of **Qardh**, cash withdrawn through ATM by the Cardholder using the Card will be considered as a loan.

5. USE OF THE CARD

- 5.1 The Card may be used for any Card Transactions within the Card Limit until the expiry date embossed on the face of the Card.
- 5.2 The Cardholder shall be responsible and Perbadanan TAIB shall be authorised, for all Card Transactions whether processed with the Cardholder's knowledge or by the Cardholder's express or implied authority. Perbadanan TAIB shall not be obliged to verify any Card Transaction.
- 5.3 If a Cardholder loses or damages the Card, Perbadanan TAIB will issue a replacement Card upon fulfillment of Perbadanan TAIB's requirements. Perbadanan TAIB may impose a fee for such replacement.
- 5.4 The Cardholder undertakes to act in good faith at all times in all dealings in relation with the Card.
- 5.5 Notwithstanding that the Cardholder's Card Limit has not been exhausted, Perbadanan TAIB reserve the right to withdraw and restrict the Cardholder's right to use the Card or to refuse to authorise any Card Transaction.
- 5.6 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. Perbadanan TAIB may impose a fee for such conversion.
- 5.7 The Card must not be used for any unlawful purpose, including purchases of goods or services prohibited by Syariah law.
- 5.8 The Card must not be used for the purchase of Ribawi goods such as gold and silver.
- 5.9 In using the Card, the Cardholder is liable for an Administration Fee and any fees impose to the Card Account.
- 5.10 Perbadanan TAIB shall not be liable including its consequences to the Cardholder in the event a third party declines the Card or Card Transactions.
- 5.11 The Card must not be used to make payment for monthly financing obligations to Perbadanan TAIB.

6. CORPORATE CUSTOMERS

- 6.1 Corporate Customers shall appoint a Corporate Administrator to administer the Card on its behalf by stating in the relevant Application Form.
- 6.2 The Corporate Customer shall be solely responsible for all the actions of the Corporate Administrator.
- 6.3 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 Card.
- 6.4 The Corporate Customer shall instruct Perbadanan TAIB in writing to revoke the Card or Services.
- 6.5 The Corporate Customer further acknowledge and shall also abide to the rest of this T&C.

7. CONTACTLESS TRANSACTIONS

- 7.1 The contactless transaction may be used by the Cardholder by tapping the Card against a contactless Card Terminal without requiring any signature or entering of any PIN.
- 7.2 The Cardholder shall be solely liable for all contactless Card Transactions effected using the Card.

8. SIGNATURES

- 8.1 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.
- 8.2 The Cardholder acknowledges that in using the Card, the Cardholder's signature on any sales draft, credit voucher or any form of Card Transaction record shall be deemed binding and conclusive evidence that the Cardholder has authorised the Card Transactions.

9. CARD LIMIT

- 9.1 The Cardholder shall not exceed the permitted Card Limit under the Card Account at any time.
- 9.2 Perbadanan TAIB is entitled at its absolute discretion to restrict, limit or reduce the Cardholder's Card Limit with notice to the Cardholder without assigning any reason.
- 9.3 In the event the current balance of the Card Account exceeds the Card Limit, the Cardholder undertakes to immediately settle the amount in excess.
- 9.4 The Cardholder may be given a separate Card Limit if the Cardholder has more than one Card or Card Account.
- 9.5 Notwithstanding any of the terms stipulated in this T&C, the Cardholder hereby acknowledge that the Card Limit shall be dependent on the Cardholder's usage and payment of the Card subject to Perbadanan TAIB's approval.

10. PAYMENT

- 10.1 The Cardholder is liable to pay for all the amount used in the Card Account or Card Limit. The Customer may elect to pay the whole outstanding amount or the minimum amount shown in the Statement at the Due Date.
- 10.2 In the event that the Cardholder does not receive a Statement for any reason, the Cardholder's obligation under these T&C shall not cease.
- 10.3 The Cardholder acknowledges that the minimum amount is subject to regulatory changes as determined by the Brunei Darussalam Central Bank from time to time.
- 10.4 Perbadanan TAIB reserves its right to immediately suspend the Cardholder's use of the Card for failing to make any payment on the Due Date.
- 10.5 Upon demand by Perbadanan TAIB, the Cardholder must immediately make payment on the amount stated.
- 10.6 All payments are to be made in Brunei Darussalam Dollars ("BND"). If any payment is received or recovered by Perbadanan TAIB in a currency other than BND, the Cardholder shall indemnify Perbadanan TAIB against all losses and charges incurred by Perbadanan TAIB as a result of such conversion.
- 10.7 Perbadanan TAIB shall only refund in respect of a Card Transaction or any payment made to the Card Account or any other credit due to the Cardholder when Perbadanan TAIB verify and receives the amount of such refund, payment or credit in Brunei Darussalam.
- 10.8 In the event of termination or non-payment on the Cardholder's Card Account upon receipt of the Statement or such other written notices as Perbadanan TAIB may deem appropriate, the Cardholder shall make payment in full of all outstanding balances together with the fee in the Card Account.
- 10.9 Perbadanan TAIB shall deduct from any of the Cardholder's accounts held with Perbadanan TAIB whether alone or jointly at anytime and without notice to apply towards the Cardholder's outstanding amount due to Perbadanan TAIB.
- 10.10 The Cardholder shall inform Perbadanan TAIB of any unusual or incorrect transaction on their account immediately upon discovery. Perbadanan TAIB shall endeavor to assist the Cardholder upon receiving such report.
- 10.11 For any disputes, the Cardholder must notify Perbadanan TAIB within 14 days from the date of the statement in which the transaction(s) appears.

11. SUPPLEMENTARY CARD

- 11.1 Perbadanan TAIB may issue a Supplementary Card to the Card Account. The Issuance of the Supplementary Card shall be subjected to such terms and conditions that Perbadanan TAIB may deem necessary.
- 11.2 The Supplementary Card may be issued to a Supplementary Cardholder other than the Primary Cardholder subject to the terms and conditions and all requirements by Perbadanan TAIB.

- 11.3 These T&C shall apply to the Supplementary Cardholder. The Supplementary Cardholder shall be jointly and severally liable with the Primary Cardholder for all costs, goods, Services, Cash Withdrawals, all Card Transactions and all fees generated by the use of the Primary Card as well as the Supplementary Card.
- 11.4 The Card Limit assigned to the Card Account is inclusive of the Card Limit of the Supplementary Card. The Primary Cardholder and the Supplementary Cardholder shall not permit the total of the Card Transactions and charges incurred through their respective Cards to exceed the Card Limit.
- 11.5 A Supplementary Card may be assigned a specific Card Limit subject to the terms and conditions and all requirements by Perbadanan TAIB.
- 11.6 The Primary Cardholder shall be fully liable to Perbadanan TAIB for debts incurred by the Supplementary Card.
- 11.7 Upon termination of the Primary Card or the Card Account, the Supplementary Cards shall also be terminated. However, the termination of the Supplementary Card shall not terminate the Primary Card or the Card Account.
- 11.8 The undertakings, liabilities and the obligations of the Primary Cardholder and the Supplementary Cardholder to Perbadanan TAIB and Perbadanan TAIB's rights shall not be affected in any way by any dispute or counterclaim which the Primary Cardholder and the Supplementary Cardholder may have against each other.
- 11.9 The Primary Cardholder shall indemnify Perbadanan TAIB against any actual loss, damage, liability, costs and expenses incurred by Perbadanan TAIB as a result of all claims, demands, legal proceedings or actions against the Supplementary Cardholder.
- 11.10 The Primary Cardholder may at any time request in writing for Perbadanan TAIB to terminate the Supplementary Card.

12. FEES

- 12.1 In subscribing to Perbadanan TAIB's Card services, the Cardholder agrees to pay the Administration Fees and any other fees in accordance with TAIB's Schedule of Tariffs and Fees, which may be amended from time to time.
- 12.2 Perbadanan TAIB may grant a discretionary Ibra on the Administration Fee based on the criteria set by Perbadanan TAIB

13. PIN AND OTP

- 13.1 For activation, the PIN shall be sent via SMS to the Cardholder's mobile number.
- 13.2 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 Perbadanan TAIB. Any changes to mobile number shall be communicated to Perbadanan TAIB as per Clause 19.2.
- 13.3 The Cardholder acknowledges that for any OTP entered correctly, the transaction shall be considered authorised and authenticated by the Cardholder.

14. SUSPICIOUS TRANSACTIONS

- 14.1 The opening of Card Account with Perbadanan TAIB and all Card Transactions made thereon are subject to Perbadanan TAIB's policies and procedures relating to Know Your Customer (KYC) and Anti Money Laundering and Counter Terrorism Financing (AML and CTF), and Brunei Darussalam applicable laws and regulations, and directives of the Brunei Darussalam Central Bank.
- 14.2 Perbadanan TAIB reserves the right to reject any deposit or withdrawal of funds or block any Card Transaction which Perbadanan TAIB has reasonable ground to believe that such funds having been derived or realized directly or indirectly from the commission of unlawful activities or such transaction is deemed to be suspicious, and provided always Perbadanan TAIB reserves the right to close the Customer's account, revoke or cancel all Services provided to the Customer and to report the matter to the relevant competent authority.

15. UNAUTHORISED TRANSACTIONS AND LOST CARDS

- 15.1 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 but not limited to passwords, PINs, OTPs, security codes, memorable data, codes and passwords set up with Perbadanan TAIB for any facility.
- 15.2 In the event that the Card is lost or stolen, the Cardholder shall immediately notify Perbadanan TAIB by contacting the Perbadanan TAIB Call Centre or by visiting any of Perbadanan TAIB's branch upon discovery of loss or theft. The Cardholder may request to temporarily block the Card by calling Perbadanan TAIB's Call Centre or immediately block the Card on Perbadanan TAIB's digital banking.
- 15.3 The Cardholder shall inform Perbadanan 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.
- 15.4 The Cardholder's failure to inform Perbadanan TAIB shall render the Cardholder liable for all transactions effected by the use of the Card.

16. TERMINATION

- 16.1 Perbadanan TAIB reserves the right to withdraw all or any of the Cards and its services immediately without prior notice, amongst others in the following circumstances:
- (i) the Cardholder fails, refuses and/or neglect to pay the amount as stated in the Statement
 - (ii) the Cardholder is non-compliant to these T&C;
 - (iii) the Cardholder is not entitled or no longer entitled to maintain an account with or receive service provided by Perbadanan TAIB;
 - (iv) the Cardholder has provided Perbadanan TAIB with false information;
 - (v) if any legal or bankruptcy proceedings are instituted against the Cardholder;
 - (vi) Perbadanan 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 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 Cardholder's account, security details or payment device.

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

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

16.4 Perbadanan TAIB reserves the right to recover the outstanding amount in any manner or form and the Cardholder shall be liable for payment of any costs and expenses incurred in the recovery process.

17. EXCLUSION OF LIABILITY

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

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

17.3 Perbadanan 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 Perbadanan 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.

17.4 Perbadanan TAIB shall not be liable for any dispute including but not limited to the refusal of service or goods purchased by the Cardholder or the Merchant's refusal to accept the Card at their Card Terminal or any defect or deficiency in the goods or services provided to the Cardholder by any Merchant.

18. VARIATION OF TERMS

18.1 Perbadanan 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 19.1.

18.2 If the Cardholder does not accept any such changes to these T&C, the Cardholder may terminate his Card services in accordance with Clause 15. If the Cardholder terminates the Services at any time prior to the expiry date, Perbadanan TAIB will not refund any fee paid and any outstanding amount must be settled prior the closure of the Card.

18.3 If the Cardholder retains or uses the Card after Perbadanan 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.

19. DISCLOSURE OF INFORMATION

19.1 All Cardholder's information provided to Perbadanan 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 Perbadanan TAIB's business; or
- (iii) upon receiving written instruction from the Customer.

20. COMMUNICATION

20.1 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 Perbadanan TAIB's website or social media, or any other method Perbadanan TAIB deems fit.

20.2 Perbadanan 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 Perbadanan TAIB, the Cardholder shall notify Perbadanan TAIB immediately. If the Cardholder fails to do so, Perbadanan TAIB shall not be responsible for no or lack of information received by the Cardholder and any loss resulting therefrom.

21. GOVERNING LAW

21.1 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.

22. GENERAL

22.1 These T&C shall bind the Cardholder's or representatives, assigns and successors in title, Liquidators and Receivers respectively.

22.2 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.

22.3 Perbadanan 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 Perbadanan 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.

22.4 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.

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