

## Terms and Conditions for Standard Chartered Bank (Brunei) Mobile Banking

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of Mobile Banking. All the terms and conditions of Mobile Banking services are legally binding. You are required to read them carefully.

These Mobile Banking Terms and Conditions:

- Relate to (a) individual accounts in your sole name (b) joint accounts but only if these may be operated by a single signing authority.
- Replaces all earlier terms and conditions relating Mobile Banking (if any) except where we advise you otherwise;
- Must be read in conjunction with the Terms and Conditions for Standard Chartered Bank (Brunei) Digital Banking and our Customer Terms and the applicable documents referred to in Part A of our Customer Terms, forming our banking agreement;
- Are in addition to the terms and conditions that apply to the individual accounts you may be accessing through Mobile Banking Services. If there is a conflict between Mobile Banking Terms and Conditions and any other relevant Terms and Conditions and any other relevant terms and conditions, these Terms and Conditions will prevail; and
- Must be understood in English. If the terms have a Malay version, such version shall be intended for reference only; in case of any inconsistency between the Malay Version and the English version, the English version shall prevail.

In the last section of these Mobile Banking Terms and Conditions, you will find definitions of some of the words and phrases used herein.

You acknowledge that we have given to you our full explanation of risks that may happen when you use and by using Mobile Banking, and you fully understand and are responsible for such risks if any.

### 1. What is Mobile Banking?

Mobile Banking are facilities provided by us which allows you to access your account(s), to conduct transactions and to subscribe to such products and services provided by us on your mobile or communications device via our mobile app.

The mobile app and the information or materials obtained via the mobile app and Mobile Banking are granted to your for your sole use on a non-exclusive and non-transferable basis.

### 2. Using Mobile Banking Services

#### 2.1 Availability

Mobile Banking and certain facilities under Mobile Banking may only be available for certain types of accounts or products and you accept there may be certain facilities and services that cannot be accessed through our Mobile Banking. We will advise you from time to time which accounts, facilities and services are available through Mobile Banking.

Mobile Banking is only available for mobile telephones, tablets and similar devices with data connections which meet the specifications and configurations we may specify from time to time. You must obtain and maintain a mobile phone and data connection which meet these requirements at your expense.

Mobile Banking is also available to you only if you are within the cellular or mobile network service range of the particular cellular or network service provider providing such network services to you. We are not responsible for your inability to use Mobile Banking if you are not within such network service range.

It may take up to a maximum of three (3) banking days from the date of our receipt of your application, for you to use Mobile Banking.

We may change the layout, form and wording of the content of any of our mobile apps or screens and in particular, those on which our Mobile Banking is provided.

## **2.2 Eligibility**

You and each authorized person must be at least 18 years of age to use Mobile Banking. However, if we permit you or an authorized person to use Mobile Banking even though you or they are below 18 years of age, this does not affect our rights under Our Banking Agreement.

## **2.3 Preconditions to use**

We only make Mobile Banking available if:

- You are recorded as the legal and beneficial owner of an account and use of the Mobile Banking for such account is acceptable to us;
- You have registered for Mobile Banking; and
- You and each authorized person has complied with the activation procedures we may specify from time to time.

## **2.4 Guidelines**

If we issue any guidelines in connection with the use of Mobile Banking (as amended from time to time), the guidelines must be followed whenever you or anyone accesses or uses the Mobile Banking. We are not liable for any loss you incur as a result of any failure to do so.

## **2.5 Limits**

Mobile Banking may be limited to specific amounts set by law or by us or by the owner or operator of the electronic equipment. For example, there may be various maximum and minimum daily transferable amounts that may be applicable.

## **2.6 Joint Accounts**

If the operating authority for a joint account is “single signing authority”, you agree that:

- All joint account holders may operate the joint account using Mobile Banking in accordance with the General Terms and Conditions (applied to Personal Clients in Brunei) even if you are not registered to use Mobile Banking but already registered Online Banking); and
- Any single joint account holder may validly give instructions by Mobile Banking in connection with the joint account.

## **2.7 Operating times**

We commit to offer 24/7 Mobile Banking with the total time of system suspension not exceeding 228 hours a year.

However, you agree and accept that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Mobile Banking to be available during all normal operating hours. The maximum time for recovering the system after a breakdown is 24 hours.

You understand and agree that Mobile Banking is dependent on the infrastructure, connectivity and services provided by service providers engaged by us or you. You therefore accept that timeliness, accuracy, and/or

readability of electronic alerts will depend in part on these third party service providers. We are not responsible for non-delivery or delayed delivery, error, loss or distortion in transmission of electronic alerts if this is due to the fault of such service providers.

You furthermore agree and accept the availability and proper functioning of Mobile Banking depends on many variable circumstances, including location, mobile network and internet availability, signal strength, and proper functioning of hardware, software, your mobile network operator, and mobile phone and computer server.

## 2.8 Receiving Alerts

Your mobile phone number and email account must be active and accessible by our system to receive electronic alerts. You acknowledge that if your mobile phone number or email account remains inaccessible for a continuous period, you may not receive electronic alerts sent during such period.

## 3. Fund transfers and payments by Mobile Banking Services

You and each authorized person may use Mobile Banking to access the following services for the purposes set out below:

- **Interbank funds transfer service** to instruct us to transfer funds from an account to a specified account with another local bank in Brunei.
- **Own account funds transfer service** to instruct us to transfer funds between accounts. Unless we otherwise agree, this service may only be used where all named account holders are identical across the accounts. This service does not allow funds to be transferred to or from accounts which are known to us to be held by you in other capacities (including trust accounts or estate accounts).
- **Third party intrabank funds transfer service (SC transfer)** to instruct us to transfer funds from an account to a specified account with us which is held in the name of a person other than you, or an account known to us to be held by you in other capacities.
- **Bill Payment Service** to instruct us to transfer funds for payments from an account to a specified payee.
- **International telegraphic transfer service** to instruct us to transfer funds from an account to a specified account with a bank in another country.

**3.1** We will determine the order of priority in executing your instructions to transfer funds and any other existing arrangements or instructions you may have made with or given to us.

**3.2** We cannot guarantee the time at which the receiving banks will credit the account of your payees. You are responsible for initiating your transfer instruction to us sufficiently in advance of any due dates of your transfer to avoid incurring a finance charge or other charges.

**3.3** The rate of exchange applying to each electronic fund transfer transaction is our prevailing rate of exchange for the relevant currencies at the time that such transaction is processed, and not at the time the instruction is entered by you. Any foreign exchange rate for relevant currencies which may be displayed on Mobile Banking at the time the instruction is entered by you is for reference purposes only. You must indemnify us for any shortfall arising from such conversion.

**3.4** If you require a refund of the remittance amount, we shall refund you at the prevailing buying rate for the relevant currency less all charges and expenses.

**3.5** If you use any of our funds transfers services:

- You must register each recipient using Mobile Banking before you may make funds transfer to the recipient via Mobile Banking. You are solely responsible to ensure that all the information provided with respect to the online funds transfer is true and accurate. We are not liable for any losses which may result in the event you have mistakenly paid to non-intended recipients.

- We will not be liable for any loss incurred as a result of you not complying with any of your obligations or responsibilities with respect to our fund transfer services.
- We, to the fullest extent permissible by the regulations, reserve the right to revise all funds transfer charges without notice.

### **3.6 Fund transfer limits:**

- You and each authorized person may issue as many instructions to transfer funds in any one day as you wish. However, you and each authorized person may only issue instructions to transfer up to the category or personalized limit per day.
- The category daily limit may differ for different types of fund transfers and different types of accounts. The limits may also be applied on an aggregated basis between different fund transfer services. For details of the preset limits, please visit our website.

### **3.7 Bill Payment Services**

- If you use the bill payment services, we may give a report on a daily or other regular basis to all payees, listing all users of the Mobile Banking who have made payments to the payee and the respective amounts paid by each of those users. You consent to us disclosing to the payee any information required in the reports.
- Neither you nor any authorized person may issue instructions which would cause any limit we set for the bill payment services to be exceeded.
- You must register each payee using Mobile Banking before you may make bill payment to the payee via Mobile Banking. You are solely responsible to ensure that all the information provided with respect to the bill payment is true and accurate. We are not liable for any losses which may result in events where you have mistakenly paid to non-intended recipients.
- Payees may only receive payments after any minimum processing time we set. Hence, you are responsible for initiating your bill payment instruction to us sufficiently in advance of the due date of your bill payment to avoid incurring a finance charge or other charges.

### **3.8 International Telegraphic Transfer Service**

If you or an authorized person uses the International Telegraphic Transfer Service:

- You or an authorized person must register each recipient using Mobile Banking before you or they may make an online telegraphic transfer to the recipient. Once a recipient has been registered, you are solely responsible to update any changes to the recipient's particulars (excluding name or identity particulars) by the Mobile Banking. We are not liable for any loss which may result if you have provided wrong information to us or fail to update the recipient's particulars before making an online telegraphic transfer; and
- The rate of exchange applying to each online telegraphic transfer is our prevailing rate of exchange for the relevant currencies at the time the online telegraphic transfer is processed, and not at the time the instruction is entered by you or the authorized person. Any foreign exchange rate for relevant currencies which may be displayed on Mobile Banking at the time the instruction is entered by you or the authorized person is for reference purposes only.
- Each International Telegraphic Transfer Service transaction is subject to minimum and maximum transfer amounts per transaction, as set out on our website.

### **3.9 When we need not execute fund transfer instructions**

We need not execute any fund transfer instruction if on the date set for effecting the fund transfer:

- There are insufficient funds in the account to make the fund transfer; or

- You or an authorized person did not use Mobile Banking correctly;
- An order of court or any applicable law prohibits us from executing the fund transfer instructions;
- Our policy, security procedure or requirement of any authority (including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organization, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country) prohibits us from executing the fund transfer instructions; or
- Circumstances beyond our control prevent the fund transfer from being carried out, despite reasonable precautions taken by us.

#### 4. Records

You can access transaction records related to your account(s) by using Mobile Banking.

- If you think there is a mistake, you should retain all transaction records to enable you to verify entries. You must check these entries and/ or your passbook, or any counterfoil entries for accuracy as soon as you receive your statement. You must report any mistaken or unauthorised transactions to us as soon as possible.
- The date which appears on the transaction record may vary from the date that appears on your statement. This is because transactions completed on non-banking days and after "cut-off" time on banking days may be held over to be processed on the next banking day.

Our records and decisions are conclusive. Unless there is an obvious mistake:

- Our records as presented by the mobile app of an instruction, report, statement or other communication are conclusive evidence of their contents or our receipt or non-receipt of them; and
- Any certificate we issue, or decision we make, about a matter or an amount payable in connection with Our Banking Agreement is conclusive evidence.
- You acknowledge that we may destroy, erase or otherwise cease to maintain any records as we consider appropriate after such time as permitted by applicable laws.

#### 4.1 Reversals

We may cancel, reverse or debit any payment we make under Our Banking Agreement and make any corresponding adjustment to an account:

- To correct a mistake (for example, an overpayment);
- If we have not received cleared and unconditional funds in full or promptly;
- If we are required to return the funds to the relevant payer or drawer; or
- If we have reasonable grounds for doing so.

#### 5. Payments

##### 5.1 Fees and costs

You need to ensure you are aware of and understand the fees and costs referred to in these Mobile Banking Terms and Conditions and additional interest, fees and costs that may be payable by you in connection with Our Banking Agreement. These are set out in the Fees and Charges or are available by contacting us.

Our Fees and Charges and Mobile Banking product brochures are revised periodically and you must pay the fees and costs applying at the relevant time:

- **Service fees:** Additional fees and costs may apply in the case of services provided in connection with Mobile Banking. For example, the use of Mobile Banking, or for certain types of payments and deposits such as foreign currency deposits and telegraphic transfers (including fees charged by third party service providers).

- You agree to pay us and any third party telecommunication providers all applicable rates and charges related to your use of Mobile Banking, and we shall debit from your account any unpaid rates and charges.

## **5.2 Government charges**

You must also pay us an amount equal to any government charges and duties (however described) on or in connection with Our Banking Agreement. These are payable whether or not you are primarily liable for those charges and duties

## **5.3 No refund**

You are not entitled to any refund of any fee or costs you have paid or subsidy you have received including where you do not use a product or Our Banking Agreement ends.

## **6. Unauthorized Overdrafts**

You cannot rely on the operation of Mobile Banking to prevent an unauthorized overdraft being created. For example, you must remember that any payment instructions you or an authorized person has given using Mobile Banking may not be given immediate value or immediate effect and might not always be immediately reflected in the balance owing.

You must not use the Mobile Banking to create an unauthorized overdraft on your account and we are entitled to refuse to accept any instruction that would do so. If an unauthorized overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question.

## **7. Security procedures and liability**

Security procedures for Mobile Banking are very important. You must comply with (and ensure each authorized person complies with) all security procedures set out in Our Banking Agreement.

Any transaction made through your mobile banking user ID shall be deemed to have originated from you if the correct login password was submitted.

### **7.1 Issue and Cancellation of Security Code**

We shall issue you a Security Code to enable you to communicate with us or to give us instructions via the mobile app.

If you want any other person to be able to give us instructions by mobile app we can issue them with a security code, but you must ask us by calling us at +673 2658000.

When you use certain products, we may also require you to obtain from us and use a one-time password for additional security authentication.

If you lose a Security Code, it stops working or it is disclosed to a person other than an authorized person, we may issue you with a new one if you ask us in writing. We may suspend your use of a product which requires a Security Code until the new Security Code is issued.

We may cancel a Security Code without notice.

### **7.2 Protecting your Security Code**

You and each authorized person must take all necessary steps to prevent unauthorized or fraudulent use of your or their security code.

You must comply with our security guidelines and advice that are provided by us to you.

For example, you and an authorized person must:

- Memorize a security code and destroy security code notifications as soon as possible after receiving or selecting the security code;
- Not record any security code (except where it is disguised in a way that others are not able to decipher it);
- When selecting a security code, not select an obvious word or number or one that can be easily guessed by someone else (such as a date of birth, middle name, family member's name or telephone number);
- Not voluntarily tell anyone their security code or let anyone find out their security code – not even family or friends, a joint account holder with you, a member of our staff, or someone giving assistance on a technical helpdesk in connection with any services;
- Not record a security code (disguised or not) on electronic equipment or on a physical device that is a security code or computer;
- Change security code regularly or, at a minimum, whenever we or our systems require you or the authorized person to do so;
- Not select a security code used before;
- Not voluntarily give their security code to any other person;
- If you or they use Mobile Banking, do not leave the mobile telephone or tablet unattended or give any person access to the mobile phone in a way that allows access Mobile Banking through the mobile telephone/ tablet.

Neither you nor an authorized person may keep records (disguised or not) of a security code near records of an account (such as an account number) or other security code device. For example:

Never keep security code records together with account records, cards or mobile telephones etc:

- In a briefcase, bag, wallet or purse (even if in different compartments);
- In a car (even if in different areas of the car);
- At home in the one item of furniture, even if in different compartments (for example, different drawers of the same bedroom dresser).
- In a situation where, if a thief finds mobile phone or other physical device to access electronic equipment they also find the record of the security code.

### **7.3 Loss, theft or misuse of Security Code**

You and each authorized person must notify us by phone as soon as you or they:

- Suspect that someone knows your or their or any other authorized person's security code; or
- Suspect that someone has made unauthorized access to an account or use of a security code; or
- Become aware that your or their tablet or mobile telephone which you or they use to access any Mobile Banking may have been lost or stolen; or
- Become aware that your or their mobile number has changed.  
Otherwise you may be liable for any loss incurred

You must provide us with any relevant information and give us reasonable assistance in recovering a lost or stolen security code.

You are liable for any unauthorized transactions that occur on the account linked to a lost, stolen or misused security code until you have notified us in writing or calling us and we acknowledge your notification, unless there was a delay due to our communication channels being unavailable. Our decision in relation to a breach of the security procedures or where a security code has been lost or stolen is final and binding on you.

### **7.4 Responsibility for loss of Security Code**

You are responsible for and accept all risks associated with the delivery by us to you of the **Security Code** from the time we transfer these items to you.

It is your responsibility to prevent any disclosure and/or unauthorized use of the **Security Code**. Any individual who uses such **Security Code** shall be taken to have been authorized by you. You agree not to hold us responsible in any way for losses you may suffer from your disclosure, non-receipt or loss of **Security Code** or the unauthorized use of the lost **Security Code** by any party.

### 7.5 Precautions when using Mobile Banking

You and each authorized person must take the following precautions when using Mobile Banking:

- Not allow anyone else to operate any Mobile Banking on your or their behalf without our consent.
- Not leave electronic equipment unattended while you or they are on-line to any Mobile Banking service.
- Not allow anyone else to observe your or their security code when you or they enter it into any electronic equipment.

### 7.6 Requests for security code or account details

- After you initially open an account or register for Mobile Banking, we will never contact you or an authorized person, or ask anyone to do so on our behalf, with a request to disclose the account details or security code.
- If you or an authorized person receive such a request from anyone, even if they are using our name and logo and appear to be genuine, you or they must not disclose the account details or security code. You or the authorized person must notify us as soon as possible.

**7.7 Recovered Security Code If you or** an authorized person recovers a lost or stolen security code, you or they must return the security code to us without using or attempting to use it.

## 8. Liability for transactions

### 8.1 Disputed transactions

If there is a disputed transaction involving use of the Mobile Banking security code issued to you or an authorized person, you must prove that the Mobile Banking security code was not used by or issued to you or an authorized person at the time the dispute transaction was entered into or recoded (otherwise you are liable).

### 8.2 Your liability for transactions

You are liable for any loss incurred if you act fraudulently or due to your misconduct.

You are liable for the following transactions that occur on an account linked to a security code:

- Transactions carried out with your knowledge or consent
- Transactions carried out by an authorized person, unless you have told us to cancel that authorized person's security code, and if relevant, you have taken all reasonable steps to have any security code device issued by us, returned to us.
- Transactions carried out by any other person using a security code (unless you have told us to cancel that security code, and if relevant, you have taken all reasonable steps to have any security code device issued by us returned to us). This includes where a transaction is carried out by someone other than you or an authorized person with or without your knowledge and consent, and applies even if you have complied with our requirements regarding safeguarding **Security Code**;
- transactions conducted using Mobile Banking not authorized by you or an authorized person (for example, a transaction which is carried out by someone other than you or an authorized person without your knowledge and consent) if you or any other authorized person have acted fraudulently, acted with



negligence such as failing to properly safeguard or prevent unauthorized access to a security code or not notifying us if a security code is disclosed, lost or stolen;

- Transactions not conducted using Mobile Banking where you or an authorized person breach Our Banking Agreement or are negligent in any way.

## **9. Indemnification and exclusion of liability**

### **9.1 Disclaimer**

We do not represent or warrant that:

- Our services, including our Mobile Banking will meet your requirements;
- Our Mobile Banking will be uninterrupted, timely or error-free;
- Our Mobile Banking are fit for a particular purpose, or does not infringe any third party proprietary rights; or
- Any errors in the technology will be detected or corrected

Our Mobile Banking may allow you to visit or be directed to other third party websites. We are not responsible for the content of these third party websites. We shall not be responsible for any loss or damage you incur directly or indirectly in connection with your use of or access to these websites.

### **9.2 Compliance with law**

Nothing in Our Banking Agreement requires us to do or not do anything if it would or might in our reasonable opinion constitute a breach of our policy or any applicable law, regulation or requirement of any authority

### **9.3 Exclusion of liability**

Unless a law prohibits us from excluding or limiting our liability, we are not liable for any loss you incur in connection with Our Banking Agreement or services including Mobile Banking (including in connection with the provision, access or use of any product, unavailability or improper functioning of Mobile Banking products, delay or error in the transmission of any electronic payment transfer, delay in providing you funds under Our Banking Agreement, misrepresentation, your or an authorised person's instructions or any unauthorized instructions, a default, termination of any of our banking agreements, our refusal to act on any instruction, or any other thing we do or do not do). This applies where the loss arises for any reason and even if the loss was reasonably foreseeable or we had been advised of the possibility of the loss.

We are not responsible for the negligence, act or failure to act of any third party and will not be involved in any dispute between you and any third party service provider (whether or not appointed by us).

You shall indemnify us from all loss and damage which we may incur in connection with your improper use of our services including the Mobile Banking.

### **9.4 We take no responsibility for your decisions:**

We are not responsible for any decision you make:

- To enter into our Banking Agreement;
- To access or use any product including through our Mobile Banking;
- About any features of any product (including the interest rate or any fees or costs payable under it).

If you or any authorized person has any concerns about the above or the terms of Our Banking Agreement, we recommend you or they get help from an independent financial adviser or lawyer.

## **10. Confidentiality and disclosure of information**

Unless otherwise stated in these Mobile Banking Terms and Conditions, the provisions with respect to confidentiality and disclosure of information under the General Terms and Conditions (applied to Personal Clients in Brunei) are incorporated herein.

## 11. Termination and Suspension

### 11.1 Termination by either party

Either you or we may end Our Banking Agreement or your access or use of Mobile Banking by giving the other party prior notice in writing in accordance with Our Banking Agreement. If you do so, you must give us two (02) banking days' notice. If we do so, we will usually give you at least three (03) days prior notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of Mobile Banking or because we are concerned that you have used or may use Mobile Banking to create an unauthorized overdraft or otherwise to operate any of your accounts in breach of your arrangements with us.

If you have more than one account, you may not cancel certain Mobile Banking for any one account only (unless we otherwise agree).

### 11.2 Termination by us

We, at any time, may terminate Our Banking Agreement, with or without notice to you via your mailing address, email, fax, SMS (to address, email address, fax number, mobile phone number you register to us from time to time) or any methods that we think fit, if:

- You give us incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading; or
- You do not pay on time an amount due under any of Our Banking Agreement or any other arrangement with us (this includes if you have not ensured there are sufficient funds available in an account which has been nominated for debiting payment); or
- You have breached any other term of any of Our Banking Agreement or any other arrangement with us; or
- You die or become incapacitated; or
- You stop payment, ceases to carry on its business or a material part of it or threatens to do so; or
- You act fraudulently or dishonestly; or
- You are convicted of a crime; or
- Legal proceedings to recover debts or criminal proceedings are commenced against you; or
- We consider that an account is being operated in an irregular or improper manner; or
- Any business you operate is not carried on in a proper, orderly and efficient manner or you cease to operate it or a substantial part of it or significantly change it without our consent; or
- Anything occurs which, in our opinion, is likely to have a material adverse effect on your business, assets or financial condition or your or their ability or willingness to comply with obligations under any of Our Banking Agreements or any other arrangements with us; or
- Performance of any obligation by either you or us under Our Banking Agreement breaches, or is likely to breach, a law or a requirement of any authority including any economic and trade sanctions imposed by any regulator in any jurisdiction where we operate in or by any supranational organization, official body including, but not limited to, Her Majesty's Treasury, the United Nations, the European Union or any country or is otherwise contrary to any policy we apply as a result of an order or sanction issued by an authority; or
- at any time, as a result of your domicile, nationality, residency status, tax status, or any other relevant status, the provision or continued provision of Mobile Banking or part of Mobile Banking, would or might in our reasonable opinion constitute a breach of our policy or any applicable law or requirement of any authority, or is not in accordance with our usual business practice and procedure; or
- If you close your account; or

- We are required by law (including an order of any authority) to do so; or
- Any other event of default (however described) under any of Our Banking Agreement or any other arrangement with us occurs.

We will be entitled to end your use of our Mobile Banking immediately on all your joint accounts if any of your joint account holders notifies us that:

- That the joint account can no longer be operated on your instructions alone; or
- He/she is no longer prepared to accept that you may operate the joint account using our Mobile Banking.

We will be entitled to end your use of our Mobile Banking with or without reason subject to a prior notice of 3 days to you which shall be made in any form that we deem appropriate.

Our rights under this clause do not affect any other right under any of our banking agreements and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

### **11.3 Suspension**

We may suspend providing Mobile Banking at any time for any reason (even if there is no default). If we do, we notify you at least 3 days prior to the suspension.

We agree to suspend provision of a product if you ask us to do so in writing. If you do so, you must give us two (02) banking days' notice.

## **12. Intellectual Property Rights**

We own all contents of our Mobile Banking services. You may not copy, distribute or publish such content without our permission. We or other third parties own all the marks and logos used in connection with services. You may not use such marks and logos without our permission. You grant us a free worldwide license to use any information or material you submit through our services for any purpose unless restricted by law. We are not required to keep confidential any information or materials submitted by you through our services unless we agree to do so in a separate contract between you and us or required by law.

## **13. Advertising and Outsourcing**

### **13.1 Suspension**

We may advertise our own products and services in any manner, including through Mobile Banking, where such advertisement is consistent with any personal data protection laws.

### **13.2 Outsourcing**

We may employ independent contractors and agents (including correspondents) to perform any of our obligations under Our Banking Agreement on terms we consider appropriate.

## **14. Governing law and jurisdiction**

Our Banking Agreement is governed by the laws of Brunei Darussalam.

Your use of our Mobile Banking is through the internet service provider, network server or such other equivalent system in the country from where such service is accessed by you, and to this extent, such access by you will also be subject to the relevant laws of that country and any terms prescribed by such internet service provider, network provider, server or such other equivalent system.

## **15. Variations**

We may at any time:

- Vary the way the Mobile Banking service operates; or
- Add to, remove or otherwise vary, end or suspend any of the facilities available under Mobile Banking service.

You and each authorized person are taken to be bound by any variation to the operation of the Mobile Banking service if you or they continue to access the Mobile Banking service after we notify you of the variation.

## 16. Definitions

For the purpose of these terms and conditions, the following terms shall have the following meanings.

**Account** means, for a product, the account opened and maintained by us for you in respect of it.

**Authorized person** means any person you authorise (either alone or collectively) and we approve to operate an account and to act on your behalf in giving instructions, to perform any other acts under Our Banking Agreement or use any product. It includes a cardholder or any other person given a security code to allow them to give instructions.

**Cost** includes costs, charges and expenses, including those in connection with legal advisers.

**Circumstances beyond our control** means circumstances beyond our reasonable control including natural events, steps taken or policies imposed by authorities, adverse market or trading conditions, failure of third parties, failure of communication or computer facilities and civil disturbances.

**Electronic alerts** means an electronic banking service provided by SMS or email by which we send you SMS or email messages to alert you to certain types of transactions or to provide financial information, as offered by us and selected by you.

**Electronic banking services** means services provided by us which enables you or an authorized person to obtain information from us or give instructions to us through electronic equipment.

**Electronic equipment** means mobile telephone and tablet.

**Fund transfer service** means each service provided by us which enables you to transfer funds from your account to another account under the Mobile Banking.

**Mobile app** means our mobile application installed on your mobile or communications device and through which you provide instructions to us and access Mobile Banking.

**Mobile banking user ID** is the personal identification you use to log in to carry out Mobile Banking via the mobile app that you have downloaded on your mobile or communications device.

**Product** means each facility, product or other service we may make available to you under the respective banking agreements that you have with us. It includes any component comprising the product including an account.

**Security code** means all confidential codes, mobile banking user ID, user names and passwords, PIN/password and information or a physical device (for example, an ATM card, a debit/credit card, security token or electronic key) that you or an authorized person must use to confirm your or their identity when you or they access an account using our services including our Mobile Banking.