

Terms and Conditions

HSBC Premier

HSBC 
The world's local bank

General Terms

HSBC Premier Terms and Conditions

* Unless the context otherwise requires, words and expressions which are respectively defined or construed in this HSBC Premier Terms and Conditions shall have the same meanings when used or referred herein. Words importing the singular include the plural and vice versa while words referring to the masculine also refer to the feminine and neuter genders. Reference to a person includes reference to a sole proprietor, partnership or company. Reference to a Clause is to a clause in these terms and conditions and the headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of these terms and conditions.

1. Scope

1.1

The HSBC Premier Customer (“the Customer”) agrees to be bound and limited by The Hong Kong and Shanghai Banking Corporation Limited (“the Bank”) general terms and conditions (“HSBC General Terms and Conditions”) and the following terms and conditions (“HSBC Premier Terms and Conditions”) governing the use of the HSBC Premier package of products and services (“the Package”) made or to be made available to the Customer or at his/her request which may consist of but not limited to:

- (i) all Savings, Current and Time Deposit Account(s) in local and/or foreign currencies (to be referred to as “Savings Account”, “Current Account” and “Time Deposit Account(s)” respectively; and collectively known as “the Accounts”) from time to time maintained with the Bank and/or
- (ii) overdraft and/or Credit Facilities;
- (iii) one or more cards (“the Cards”) which may be the HSBC Premier ATM Card (“the ATM card”), the HSBC Premier MasterCard® Credit Card (the HSBC Premier

- Credit Card”) or any other card which the Bank may issue as part of the Package; and/or
- (iv) PhoneBanking service available to the Customer either by the computer aided self- service telephone banking system (“Automated Telephone Banking”) or by the personal phone banking system (“Personal PhoneBanking”); and/or
 - (v) any other facilities, accounts and/or services which the Bank may offer from time to time as part of the Package; and/or
 - (vi) any other facilities, accounts and/or services offered by the Bank and which the Bank may from time to time in its absolute discretion include as part of the package.

Where there are inconsistencies between this HSBC Premier Terms and Conditions herein and the HSBC General Terms and Conditions, the HSBC General Terms and Conditions shall apply.

1.2

The provision of facilities, services and any account as part of the Package and the use and/or operation thereof shall be governed by the respective terms and conditions (each known as the “Respective Terms and Conditions”, as amended, varied, modified or supplemented from time to time and for the time being in force) relating to each of the same; and in the event of conflict between the provisions of this HSBC Premier Terms and Conditions and those of any of the Respective Terms and Conditions, the provisions of the latter shall, unless otherwise stated, prevail and the provisions of this HSBC Premier Terms and Conditions shall be deemed to be modified, but only so far as is necessary to give full effect to the provisions of the relevant Respective Terms and Conditions.

1.3

Each of the Respective Terms and Conditions and the HSBC General Terms and Conditions is available for inspection at any of the Bank’s branches in Brunei upon the Customer’s request and the Customer is deemed to have read and understood them and shall be accordingly bound thereby.

1.4

The Customer acknowledges that the opening, operation and maintenance of account(s) and all matters relating thereto are subject to the laws of Brunei Darussalam and any other applicable jurisdiction/s and to regulations / notices / directives of the Ministry of Finance and any relevant authority (whether in Brunei Darussalam or any other applicable jurisdiction/s) as well as the Bank's terms and conditions herein or as hereafter amended.

2. Global Premier

2.1

- (i) Where HSBC Premier Global Services are provided to the Customer, the Customer agrees to be bound by the terms and conditions upon which the services provided by MasterCard® International under HSBC Premier Global Services are offered and provided.
- (ii) The Services provided under HSBC Premier Global Services are supplied by MasterCard® International, its agents and third party service providers appointed by MasterCard® International. Accordingly, the Bank shall not be liable in any way for any actions, claims, loss, damage or liability of whatever nature arising out of any act of omission of MasterCard® International or any of its agents or of such third party service

providers or generally in relation to HSBC Premier Global Services.

2.2

- (i) The Bank may at any time and from time to time vary or entirely withdraw the Package from the Customer either at the request of the Customer or at the Bank's sole discretion. The allocation or withdrawal of the Package to or from a Customer or the variation of the Package so allocated, whether at the request of a Customer or at the Bank's sole discretion, will be made by reference to pre-designated criteria, subject always to the final decision of the Bank. These criteria may include, without limitation, the value of assets deposited by the Customer with the Bank and/or the amount of credit facilities granted by the Bank to the Customer from time to time and are subject to changes at the Bank's decision. The most updated criteria and other details concerning the Package are available from the Bank upon request. For avoidance of doubt, the Bank may at the Bank's sole discretion at any time and from time to time vary or amend the products and services contained within the Package
- (ii) Whether the Bank exercises its discretion to allocate, vary or withdraw the Package or products and

- services contained within the Package, it will notify the Customer of the same using such means as it shall deem reasonable. All the products and services under the Package that the Customer enjoys will automatically be granted, terminated or otherwise adjusted unless the Bank shall at its sole discretion decide otherwise and the Bank is not obliged to provide any further notice in connection therewith.
- (iii) Following a variation of the Package allocated to a Customer, the applicable provisions of this HSBC Premier Terms and Conditions and other terms and conditions governing the use of any products and services terminated as a result of the variation of the Package shall continue to bind the Customer until all obligations and liabilities owing by the Customer to the Bank with respect to such products and services have been fully repaid and satisfied. All applicable provisions of this HSBC Premier Terms and Conditions and other terms and conditions governing the use of any new or additional products and services that the Customer shall enjoy as a result of the variation of the Package shall immediately become binding on the Customer.
- (iv) The Bank cannot be held liable or responsible for any loss incurred by or inconvenience to a Customer as a result of any allocation or withdrawal of the Package to

or from a Customer or any variation of the Package so allocated and this shall include, without limitation, any loss incurred by or inconvenience to a Customer as a result of any granting, termination or adjustment of any product or services in connection therewith.

2.3

The Customer agrees that any savings, time deposit, current or other account (whether in local or foreign currency) from time to time opened and/or maintained by the Customer with the Bank, and any banking transaction or facility (including any Credit Card facility) effected and entered into from time to time by the Accountholder with the Bank, shall form part of the Package (and each such account shall be a HSBC Premier Account for the purpose hereof) and shall be subject to and governed by this HSBC Premier Terms and Conditions.

2.4

The Package together with this HSBC Premier Terms and Conditions and/or any product/service provided by the Bank may be amended, deleted, terminated or suspended or added to by the Bank (without prejudice to liability for antecedent breaches of any conditions) through (i) notice on any of our internet websites; or (ii) notice in the periodic statement of account; or (iii) notice at ATM, or other electronic terminals;

or (iv) notice at its branches; or (v) any other mode it deems suitable; or (vi) by sending a notice, in any form, to any address furnished by the Customer to the Bank and shall be deemed to be effective after posting notwithstanding its subsequent return or the fact that the Customer's attention may not have been caught by the said notification. If the Customer does not close the relevant and/or applicable account(s) and return all related Card(s) (where applicable) which must be duly acknowledged by the Bank prior to the expiration of such period stated in the notice, the Customer shall be deemed to have agreed to such amendments, deletions, suspension or additions. All notices for any purpose shall likewise be sent in the manner described herein. The Customer may request to terminate the use of any product or service by notifying the Bank in writing and delivered to the relevant department of the Bank. In all cases of termination, the Customer shall remain liable for all antecedent transactions.

2.5

The Bank reserves the right to add, revise, amend or cancel, in whole or in part, any of the products and services provided under the Package and the terms and conditions pertaining to any products or services hereunder. Any such addition, revision, amendment or cancellation will take effect and become binding on the Customer from such time as when the

same is notified by the Bank either by display or advertisement or otherwise notwithstanding the fact that the Customer's attention may not have been caught by the said notification.

3. Account Statements

3.1

Consolidated account statements ("account statement") are sent, where applicable, at monthly intervals (or such other intervals as may be determined by the Bank from time to time) unless otherwise instructed.

3.2

The Customer agrees to examine each account statement (which includes any record of transaction/updated record) emanating from the Bank to see if there are any errors or discrepancies, entries arising from whatever cause, including, but without limitation, forgery, fraud, lack of authority or negligence of the Customer or any other person ("the Errors"). The said account statement shall be binding upon the Customer, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the Customer notifies the Bank in writing of any such Errors within 90 days of the date of the account statement. All account statements and records of transactions and requests (whether voice-recorded or

otherwise) shall be conclusive and binding on the Customer.

3.3

The Customer undertakes to promptly advise the Bank in writing, addressed to the relevant HSBC Premier Relationship Manager, of any changes in its/his/her address and/or its constitution (in the case of a company or firm), failing which the Bank shall be discharged from all liability upon sending any notices to the last known address.

3.4

Any statement, notice, communication or demand required to be in writing and not specifically provided for herein may be sent by the Bank to the Customer by personal delivery or ordinary post to the last address supplied to the Bank and shall be deemed (as the case may be) received at the time of delivery or after posting notwithstanding its subsequent return.

4. Customer Information

4.1

To enable the Bank to consider whether to provide the Customer with the Package, the Customer is required to supply to the Bank from time to time the Customer's personal details and information ("Personal Data"). The Personal Data will be used for considering the Customer's request to provide

the Package and failure to do so may result in the Bank's inability to provide such service.

4.2

The Personal Data (which shall thereafter include, without limitation, all details and information including credit information pertaining to any of the Customer's account held with the Bank and any of the Customer's transactions and dealings with or through the Bank – collectively "Personal Data") will be used in connection with the purposes set out below.

4.3

The Customer agrees that the Bank may use, store, disclose, transfer, compile, match, analyse, share, obtain and/or exchange (all whether within or outside Brunei) such Personal Data to, from or with any person as the Bank may consider necessary (including without limitation any member of the HSBC Group, any service provider or third party, any bureaus or agencies established or to be established by the Ministry of Finance or by other authorities, the Brunei Association of Banks and/or any debt collection agencies that may be appointed by the Bank) for any and all purposes including without limitation:

- (i) for the purpose of promoting, improving and furthering the provision of other services by the Bank and any member of the HSBC Group to the Customer generally; and/or
- (ii) for the purposes of fraud or crime prevention, audit and debt collection and in order that services may be processed for the Bank; and/or
- (iii) for purposes of investigating, reporting, preventing or otherwise in relation to money laundering, terrorist financing and criminal activities generally; and/or
- (iv) for the purpose of processing of the Customer and Customer's account information outside of Brunei Darussalam without reference to the Customer, as the Bank and/or the HSBC Group at its absolute discretion deems fit.
- (v) any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of Personal Data as set out in statements, circulars, notices or other terms and conditions made available by the Bank to the Customer from time to time.

4.4

If the Customer has a joint HSBC Premier Package account, the Bank may also disclose to any of the Joint Accountholders information provided to the Bank in relation to the account.

4.5

The Customer warrants that all particulars given to the Bank are, to the best of the Customer's knowledge, accurate and undertakes to notify the Bank of any changes thereto in writing.

4.6

The Customer understands that the Bank, or any member of the HSBC Group or any third party to whom the Bank has transmitted information about the Customer's Personal Data, will be obliged to disclose such information if legally compelled to do so (whether by Brunei law or the law of any jurisdiction to which such information is transmitted).

4.7

The Customer may, at any time, choose not to receive direct marketing literature / information about the Bank's products and services. The Customer needs to write to Marketing Office, HSBC Chambers, Corner of Jalan Sultan/Jalan Pemancha, PO Box 59, Bandar Seri Begawan BS8670, Brunei

Darussalam with his/her request and the Bank will delete the Customer's name from its direct mailing lists without charge.

5. Joint Accounts

5.1

If the Customer comprises of more than one person:

- (i) each of them shall be jointly and severally liable for obligations and liabilities of the Customer hereunder;
- (ii) the Bank is authorised to honour and comply with all cheques, promissory notes, orders, bills, directions or receipts which are signed, sealed and/or chopped by any of such persons, whether the related Account be in credit or overdrawn, and to comply with all Instructions or such other directions given for or in connection with the Package and to accept and act upon all receipts for monies deposited with or owing by the Bank on the Package;
- (iii) the authorisation in (ii) above may be revoked in writing by any of such persons or upon the mental incapacity of any of such persons;
- (iv) any advance to the Customer by way of overdraft or in any manner howsoever with or without security can be made at the request of any of such persons;
- (v) acceptance of any terms and conditions governing

any services rendered by the Bank in respect of the Package by any one of such persons will be deemed acceptance by each and all of them and accordingly, such terms and conditions will be binding on each and all of such persons;

- (vi) on the death of any of such persons, the Bank will hold any credit balance collectively in the Package to the order of the survivor(s), without prejudice however to any right which the Bank may have arising out of any lien, mortgage, charge, pledge, set-off, counter-claim or otherwise whatsoever, and the Customer agrees to indemnify the Bank in respect of any claim which may be made against the Bank as a result of complying with the survivor(s)' request and authorisation. Payment to the survivor(s) shall be a complete discharge of the Bank;
- (vii) each of them shall be bound by these HSBC Premier Terms and Conditions even though any other person or any person intended to be bound hereby is not or these HSBC Premier Terms and Conditions may be invalid or unenforceable against any one or more of such persons by reason of fraud, forgery or otherwise (whether or not the deficiency is known to the Bank);
- (viii) the Bank shall be entitled to deal separately with any one of them on any matter including the variation

- or discharge of any liability to any extent or the granting of time or other indulgence to or making other arrangements with any such person without prejudicing or affecting the Bank's rights, powers and remedies against any other such persons;
- (ix) any notice hereunder to any one such person will be deemed effective notification to all such persons;
 - (x) if the Bank, prior to acting on instructions received from a Joint Accountholder, received contradictory instructions from another Joint Accountholder, the Bank shall thereafter act only on the instructions of all the Joint Accountholders;
 - (xi) the Bank may, in its sole discretion permit any one party to the joint account to perform any Card related transaction, unless and until the Card relating to the party who has so ceased to have joint authority is surrendered to the Bank and duly acknowledged by the Bank in writing; and
 - (xii) words herein denoting the singular only will be deemed to include the plural.

5.2

In the event any party to the joint account withdraws his mandate for the other(s) to operate the account, the Bank will be discharged from all liability arising from placing a Hold on

the account pending joint written instructions from all parties to the joint account.

5.3

The Customer agrees that in the absence of any directions to the contrary, all accounts subsequently opened shall be operated and dealt with upon the terms set out in the mandate given when first opening the account.

6. Bank's Right of Lien and Set Off

6.1

The Customer agrees that the Bank's indebtedness to him shall not exceed the aggregate of all his liabilities to the Bank on any account, whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise within the HSBC Group. In addition to any general lien, right of set off or other right by way of security which the Bank may have on any account whatsoever, the Customer agrees that the Bank shall have the right, at its sole discretion and without notice to the Customer, to refuse to repay when demanded or when the same falls due with respect to any of the Bank's indebtedness to the Customer if and to the extent that his aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to him at that time. If the Bank exercises such right with respect to any of its

indebtedness to the Customer, such indebtedness shall remain outstanding from the Bank on substantially the terms and conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances.

6.2

The Customer irrevocably authorises the Bank to, without notice or liability, combine or consolidate the outstanding balance on any account of the Customer (including but without limitation any HSBC Premier or Credit Card Account) with, any other account which the Customer maintains with the Bank in Brunei Darussalam or anywhere within the HSBC Group and set-off or transfer any monies standing to the credit of such other accounts in or towards satisfaction of the Customer's liability to the Bank under the Package. This is notwithstanding that the balance in the other account is in a currency different from the sum demanded or held at a branch in a different jurisdiction or held by the Customer jointly with another person(s). For such purpose, the Bank shall be entitled to convert the balance in such other account into the required currency. The Bank's rights hereunder shall not be affected by the Customer's death or legal incapacity.

6.3

The Bank reserves the right to assign any outstandings or overdue amount owed by the Customer in any part of the HSBC Group to any part of the HSBC Group. The Customer shall keep the Bank indemnified for costs and expenses including without limitation legal fees and other expenses which are of reasonable amount and which are reasonably incurred by the Bank in such assignment.

6.4

The Bank reserves the right to:

- (i) collect any outstandings or overdue amount for and on behalf of any HSBC Group member
- (ii) employ collection agent(s) and/or any third party to collect any outstandings or overdue amount owed by the Customer. The Customer shall keep the Bank indemnified for costs and expenses including without limitation legal fees, costs of engaging collection agent(s) (and such other third parties) and other expenses which are of reasonable amount and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstandings or overdue amount.
- (iii) at any time and from time to time assign the whole

- or any part(s) of outstandings or overdue amount in favour of the Bank
- (iv) accept an assignment of the outstandings or overdue amount in its favour and exercise its right of set-off in pursuant to clause 6.2 above/herein.

6.5

To the extent permitted by all relevant laws and regulations, the Customer waives all rights he may have in relation to any assignment of the outstandings or overdue amount and the Bank's rights to exercise its right of set-off against such assignment.

6.6

If the Customer is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by the Customer, whether to the Bank or any member of the HSBC Group or to any authority wherever situated, then the liability in respect of that deduction or withholding shall be the liability of the Customer such that after the making of such deduction or withholding, the net payment shall be equal to the amount which the Bank or such other member of the HSBC Group would have received had no such deduction or withholding been made. It shall be the sole responsibility of the Customer to effect payment of

such deduction or withholding to the relevant authority within the applicable time limit and the Customer shall indemnify the Bank and other members of the HSBC Group for all consequences of Customer's failure to do so.

6.7

All legal expenses incurred for the recovery of any indebtedness of the Customer facilities shall be borne by the Customer. The Customer agrees that any judgment sum obtained by the Bank shall carry interest at the prevailing interest rate(s) applicable to the respective credit facility or account from the date of the judgment order to the date of full settlement.

7. Services and Accounts

7.1

Any payment which is due from the Customer to the Bank in respect of the Package falling on a non-Banking day shall be paid on the next Banking day.

7.2

Amounts outstanding in respect of facilities granted by the Bank (including but not limited to the Overdraft Facility, the Personal Credit Line and Credit Cards) shall in any event be repaid by the Customer on demand. Payments made by the

customer to the Bank in respect of any facility will be applied firstly towards payment of any outstanding interest, charges and fees and thereafter against any outstanding transactions/ principal amount under such facility.

7.3

In respect of any HSBC Premier Account which is a foreign currency savings or current account, the Bank shall have the right to pay to the Customer on withdrawal by cash and/or cheque in the required and/or other currency at the Bank's absolute discretion. Withdrawals in foreign currency cash are further subject to 7 days' prior notice and availability of the currency in question.

7.4

The Bank reserves the right to close any HSBC Premier Accounts with zero balance or which remains inactive (credit entries of interest payment are not considered as customer activity) for such continuous period of time at the discretion of the Bank.

7.5

The Bank reserves the right to impose service or facility fees and/or charges (including without limitation any charge to include or reflect any corresponding charge prescribed by

any relevant organisation involved in the administration of the Package) from time to time as the Bank at its absolute discretion thinks fit. All fees, charges and Credit and Debit interest accruing in respect of the Package shall be calculated and credited or debited (as the case may be) in accordance with the Bank's usual practices and at such rates as the Bank may from time to time prescribe for such purposes. Any such fees, charges and debit interest may be debited to any HSBC Premier Account or the relevant Credit Card Account.

7.6

Where, for the purposes of the Customer's use of the Package, any sum is required to be converted into another currency, such conversion shall be effected at the Bank's then prevailing rate of exchange for such currency of any rate prescribed by any relevant organisation involved in the administration of the Package.

7.7

In order that the Bank carries out customer instructions accurately, to assist the Bank to continually improve its service and in the interests of security, the Bank may monitor and/ or record customer telephone calls with the Bank. These recordings shall be and remain the Bank's sole property.

7.8

At the request of the Bank, the Customer shall execute such documents and/or perform such acts (including but not limited to documentation and/or identification to the satisfaction of the Bank) as the Bank may consider expedient in connection with the provision of the Bank's products and services.

7.9

The Bank may at its discretion retain, destroy and/or decline to furnish copies of any cheque or other items/documents/ recording relating to any account –

- after the Bank has completed the related transaction; or
- after microfilming, scanning or storing (electronically or in any other medium) the same; or
- upon closure of the account whether by the customer or by the Bank; provided always that where such documents are retained, they will be retained in accordance with the Bank's retention policy and/or relevant regulatory requirements binding on the Bank. The customer accordingly agrees that no liability shall attach to the Bank for the unavailability of the aforesaid documents should the customer request for the same.

7.10

Where the Bank has provided a special service/facility to receive cash and cheques, the Customer shall follow the prescribed procedures correctly. All other deposits of cash (other than through the ATMs) must be handed directly to the Bank's teller. The Customer agrees not to leave cash unattended until the Bank's teller has physically accepted it and further agrees to:

- count all cash received before leaving the counter as the Bank cannot accept responsibility for any shortage once the cash has been dispensed to the Customer;
- check all Debit/Credit transaction advices as against counter transactions; failing which no liability will attach to the Bank.

7.11

The Bank reserves the right to, without prior notice:

- (i) debit the Customer's account with cheques and other monetary instructions credited but subsequently returned unpaid or which cannot be presented or cannot be cleared due to loss, destruction or misplacing of the cheques in the process of being presented or has been erroneously credited to the Customer's account, for which no liabilities shall attach

- to the Bank;
- (ii) amend/alter under advice, the pay-in-slip in case of errors, wrong addition, missing items or third party account payee cheques collected in error.

7.12

The Customer understands that the credit or debit balances of any account reflected on the video screen of the ATM against his/their account number(s) or reflected in any confirmation slip may be pending verification and/or clearance and agrees that the amount stated on the ATM video screen shall not for any purpose whatsoever be taken as a conclusive statement of his/her/their account(s) with the Bank

7.13

The Bank may in its absolute discretion conclusively determine the order of priority of payment by it of any moneys pursuant to any cheque drawn on a Customer's account or standing instruction or any instruction by the Customer (whether in writing or otherwise) or which the Customer had previously given or may hereafter give to the Bank.

8. Payment to Third Party

8.1

Any payments made by the Bank to a person producing satisfactory identification and/or a withdrawal form purporting to be signed, sealed or chopped as authorised by the Customer shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.

8.2

The Bank and other members of the HSBC Group are obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to: the interception and investigation of any payment messages and other information or Customer Instructions sent to or by the Customer or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

8.3

Notwithstanding any provision of this HSBC Premier Terms and Conditions, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including without limitation loss of profit, data or interest) or damage suffered by any party arising out of any delay or failure by the Bank or any member of the HSBC Group in performing any of its duties under this HSBC Premier Terms and Conditions or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations or the exercise of any of the Bank's rights under this clause. In certain circumstances, the action which the Bank may take may prevent or cause a delay in processing certain information and therefore neither the Bank nor any member of the HSBC Group warrant that any information on the Bank's systems relating to any payment messages and communications which are the subject of any action taken pursuant to the above is accurate, current and up-to-date at the time it is accessed whilst such action is being taken. Subject to the over-riding requirements of any applicable laws and regulations, the Bank will endeavour to notify the Customer of the existence of such circumstances as soon as is reasonably practicable.

9. Miscellaneous General Provisions

The Customer hereby agrees that:

9.1

All Cards, Personal Identification Numbers ("PINs"), security devices, passwords, cheque books and any means of obtaining access to accounts issued to the Customer/created by the customer, shall be kept under secure and sole/respective control and use of the Customer at all times, failing which no liability will attach to the Bank. The Customer must take precautions to prevent breaches of security. These include but are not limited to:

- (i) not changing the PIN/Password to a number and/or name which may be easy to guess such as dates of birth, telephone numbers, names, initials, etc;
- (ii) not disclosing the PIN/Password to anyone (including the Bank's staff) and not referring to it on any instructions given to the Bank whether verbally, in writing or by fax;
- (iii) never making a record of the PIN/Password in a way that might be understood by someone else;
- (iv) destroying any advice from the Bank concerning the PIN promptly after receipt; and
- (v) informing the Bank immediately if the Customer

knows or suspects that someone else knows the PIN/ Password.

9.2

All transactions performed with any Card/PIN/password shall be deemed "authorised transactions" where:-

- (i) the Card and the corresponding PIN/ Password was used and the security of the Bank's fund transfer system was fully functional on that day; and
- (ii) The officers of or agents appointed by the Bank were not fraudulent or negligent in carrying out the said transaction

9.3

A Customer's instructions may be effected notwithstanding that:-

- (i) they conflict with or are inconsistent with other instructions received under any mandates given by the Customer to the Bank; and/or
- (ii) such account(s) which are for the time being in credit or overdrawn or may become overdrawn in consequence of such debit.

In any of the above cases, the Customer shall be responsible for the resulting advance or credit thereby created with interest at the prevailing rate as determined by the Bank, for which the Bank is authorised to set-off this sum from any account(s) in credit in the name of the customer. The Customer shall ensure that there are sufficient funds or prearranged credit facilities in the Customer's account to meet all payment instructions.

9.4

All instructions by a Customer shall remain effective for the protection of the Bank in respect of payments made or instructions implemented in good faith notwithstanding the death or bankruptcy or the revocation of any such instructions by any means by the Customer until written notice with documents evidencing the death, bankruptcy or such revocation is received by the Bank.

9.5

The Bank has the absolute discretion not to carry out any instructions or suspend the use of an account where the Bank in its sole opinion has reason to doubt its authenticity or consider it inappropriate to do so; and/or

9.6

The Customer shall discharge the Bank from all liability whatsoever and howsoever arising and shall keep the Bank fully indemnified on a full indemnity basis against all losses, damages, fees, costs, charges, taxes, duties, imposts and expenses (including legal costs) or otherwise which the Bank may sustain or incur and which shall have arisen either directly or indirectly out of or in connection with the circumstances set out below, for which the Bank shall be authorised to debit/set off from any accounts standing in credit in the customer's name:-

- (i) the maintaining of, any use or purported use whatsoever of the Bank's services/products/ facilities and/or the Card/PIN/password by the Customer or any other person (the Customer shall in any event be liable for all transactions effected until the PIN has been cancelled by the Bank);
- (ii) any breach of or non-compliance with the terms and conditions herein or any applicable laws/ regulations by the Customer;
- (iii) negligent acts or omissions of the Customer;
- (iv) the Bank accepting instructions from the Customer or which the Bank in good faith believes to have emanated from the Customer (whether so authorised or not) and acting or failing to act thereon unless due

- (v) to the negligence or fraud of the Bank;
- (v) in connection with the Bank performing its obligations hereunder or accepting instructions, including but not limited to telephone instructions, and acting or failing to act thereon unless due to the willful default of the Bank
- (vi) enforcement by the Bank of its rights hereunder.
- (vii) Such indemnity shall continue notwithstanding the termination of any service or of the Package.

9.7

Unless due to willful default of the Bank, the Bank shall not be liable for any failure to provide any service or to perform any obligations or for any loss or damage howsoever caused or in any way whatsoever and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstance whatsoever including but not limited to the failure of any computer, machine, data processing system or transmission link or the Cards or ATM, the withdrawal of ATM services in other countries (which services will be governed by local regulations), the temporary insufficiency of funds in such machines, the failure to carry out the Customer's instructions over the telephone

9.8

No act, delay or omissions by the Bank shall operate as a waiver or foregoing of all or any of its rights and powers hereunder save only by express written confirmation of the same.

9.9

The Customer shall not hold the Bank responsible for any loss or damage which the Customer may incur directly or indirectly arising out of or in connection with any service due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal connection lines, data processing system or transmission line or any other equipment whether or not belonging to the Bank, (attempted) acts of terrorism, outbreak of epidemics, an act of God or any circumstances beyond the Bank's control.

9.10

All expenses (including but without limitation legal costs on a full indemnity basis as between solicitor and client) associated with the preservation of the Bank's rights or the enforcement or attempted enforcement of the Customer's obligations under these terms and conditions shall be for the account of the Customer and may be debited to any HSBC Premier Account.

9.11

No failure or delay on the part of the Bank in exercising any power, right or remedy under these terms and conditions shall operate as a waiver thereof, nor shall any single or partial exercise by the Bank of any power, right or remedy preclude any other further exercise thereof or the exercise of any other power, right or remedy.

9.12

Any provision or term herein which is prohibited or unenforceable by law shall be ineffective to the extent only of such prohibition or unenforceability without invalidating or affecting the remaining provisions or terms hereof.

9.13

The Customer shall cooperate with the Bank and the police in trying to recover any losses which result from the Bank having acted on instructions which the Customer later tells the Bank were not given by the Customer or with the Customer's authority. The Bank may also disclose information about the Customer or the Customer's account to the police or other third parties if the Bank, in its absolute discretion, thinks will help prevent or recover losses.

9.14

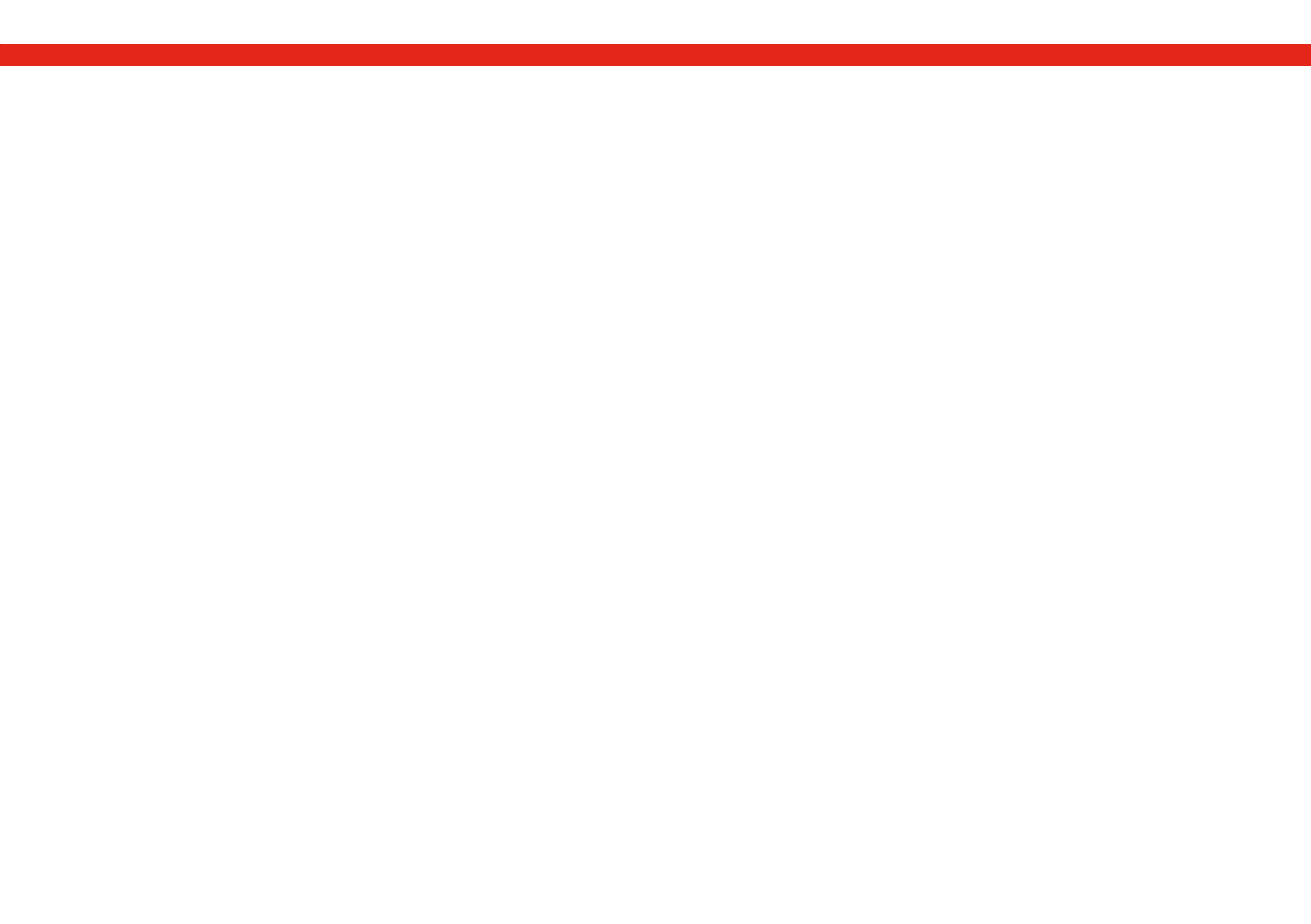
The Bank reserves the right to impose and revise service

fees, facility fees, tariffs, penalty charges levied for specific breaches of account-conditions and/or other charges from time to time as the Bank in its absolute discretion thinks fit, for which the Bank shall be entitled to debit any account which the Customer maintains with the Bank. All fees, charges and credit and debit interest accruing in respect of the Account shall be calculated and credited or debited (as the case may be) in accordance with the Bank's usual practices and at such rates as the Bank at its sole discretion may from time to time prescribe for such purposes.

9.15

The Bank has the absolute discretion to close any account by giving the Customer written notice addressed to the Customer by post to any address furnished by the Customer to the Bank and shall be deemed effective after posting notwithstanding its subsequent return. In such instance(s), the Bank shall be under no obligation to furnish the reasons for exercising its discretion. Either the Bank or the Customer may terminate the use of the Package by written notice to the other party to that effect. In such event, the Customer shall without delay or further demand (a) return to the Bank all of the Cards and cheque books issued to him or at his request and (b) pay to the Bank the full amount outstanding to the Bank including but not limited to the Credit Card and other loan facilities together with

all related charges thereunder (including the amount of any items not then presented to the bank for payment), for which the Customer shall remain fully responsible notwithstanding such termination. Without limiting the generality of the foregoing, all of such sums shall become immediately due and payable (without further demand) in the event of the death, or bankruptcy of the Customer.



The HSBC Premier Accounts

1. Savings Accounts

1.1

Interest at such rates prescribed by the Bank from time to time is calculated on the minimum daily balances. Interest earned will be credited to the savings account monthly but an account whose minimum daily balance falls below a specified amount, as set out by the Bank from time to time will not be credited with interest for that particular month.

1.2

A savings account may be opened with an initial minimum deposit of an amount determined by the Bank and a minimum deposit of an amount determined by the Bank must always be kept in the account. If an account is closed within three months of the date of its opening the Bank may at its discretion impose a service charge for closing the Account.

1.3

Withdrawals from a Savings Account may be made on demand at the counter by the Customer in the hours during which the Bank's Savings Department is open for business on production of satisfactory identification and/or appropriate authority.

Withdrawals may not be made by means of cheques.

In case of a foreign currency Savings Account:

- (i) withdrawals in foreign currency cash are subjected to 7 days prior notice and availability of the currency in question; and
- (ii) the Bank shall be entitled to levy a charge or commission for foreign currency notes deposited to/ withdrawn from the Account.

1.4

Savings accounts which are inactive (i.e. no withdrawal transaction) for one (1) year will be transferred to "DORMANT" status with a service charge and saving accounts which are inactive (i.e. no withdrawal transaction) for four (4) years will be transferred to "UNCLAIMED" status with a service charge. The Bank may impose a maintenance charge for accounts that are "DORMANT" or "UNCLAIMED". The Customer may reactivate the accounts with a "DORMANT" or "UNCLAIMED" status by notifying the Bank in person.

2. Current Accounts

2.1

Cheque-books will only be issued for Brunei dollar current account. The Bank may impose initial deposit requirements in relation to any current account. The Customer agrees to abide by such initial deposit requirements failing which the Customer agrees to pay any penalty or service charge imposed and charged by the Bank from time to time without prior notice. The Customer also agrees to pay any stamp duty to the Brunei Government as required by the Brunei Government from time to time.

2.2

When drawing cheques, the Customer shall be bound by the conditions subject to which cheque-books are issued as printed on the inside cover of the cheque-book and the Customer shall:

- (i) keep all cheques and cheque-books in a safe and secured place at all times;
- (ii) draw cheques in Brunei dollars only;
- (iii) clearly state the amount in words and figures in the

- (iv) spaces provided on the cheque;
- (iv) write words and figures close to the left-hand margin so that other words and figures cannot be inserted and add the word "only" after the amount stated in words;
- (v) countersign alterations to cheques with full signature and unless a full signature is presented, the Bank reserves the right to return the cheques that have been altered; and
- (vi) acknowledge the need to exercise care when drawing cheques and agree not to draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable or facilitates fraud.
- (vii) agree that cheques be written/ printed in non-erasable ink only and not written or printed with erasable ball pens, pencils, electronic typewriter or any other instruments which may give rise to forgery, frauds or other unauthorised alterations
- (viii) not to pre-sign any incomplete cheques as this may lead to its fraudulent use.
- (ix) draw cheques only when there is sufficient funds in the current account. Should the Bank return a cheque for reasons of insufficient or uncleared funds, the Bank

shall impose a penalty charge as determined by the Bank and debit the Customer's account.

- (x) the cheque book shall be kept in a safe place, preferably locked. The Customer shall not leave cheques, whether signed or unsigned, unattended.
- (xi) ensure that spoiled cheques are destroyed completely.

2.3

The Customer agrees not to affix any notations (which are not part of the existing account signing instructions), appearing on the face of cheque(s) issued (including but not limited to cheque limits, alterations and validity periods). If such notations are made on any cheque(s) issued, the Bank will be entitled to disregard the notation and will be discharged from all liabilities for doing so.

2.4

The Customer agrees to check his receipt of the correct number of cheque books, cheque leaves applied for as well as the account details printed thereon and read and comply with all conditions set out in the inside covers of cheque books, failing which no liability for loss/ damage shall attach to the Bank.

2.5

The Customer must inform the Bank immediately in writing and/or through the Bank's telephone banking services should any cheque or cheque-book be lost, stolen or mislaid.

2.6

- (i) The Customer shall promptly notify the Bank in writing of any variation in his signature or that of the authorised signatories, the authorised manner of signing or the signature requirements. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) business days from receipt) to process such notification of change.
- (ii) The Bank shall be entitled in its absolute discretion to dishonour any cheque bearing a signature different from the specimen signature of the Customer or authorised signatory (as the case may be) or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation.
- (iii) Any alterations on cheques must be confirmed by the full and complete signature conforming to the specimen signatures of the Customer or authorised signatory (as the case may be). The Bank shall be entitled, in its absolute discretion, to dishonour

cheques where alterations are not so confirmed. The Bank shall not be liable for paying an altered and/or forged cheque where the alteration and/or forgery could not be easily detected or where the alteration and/or forgery is due to the act, omission, negligence or willful default of the Customer.

2.7

Any cheque deposited (whether through the use of the Cards at ATMs or otherwise) shall be accepted for collection only and the proceeds shall not be available to the Customer until the cheque has been verified and cleared and the proceeds paid to the Bank by the paying bank and credited to the relevant account. The Bank shall have the right to recover monies already paid as cheque proceeds by directly debiting the relevant account or otherwise where the deposited cheque is returned by the paying bank for any reason.

2.8

Only unrepresented cheques may be countermanded. The Customer may countermand payment of an unrepresented cheque by giving written instructions to the Bank, by using the Phone Banking Services or by calling the Bank directly and clearly identifying the cheque in question. Where a Customer calls the Bank directly to countermand an unrepresented cheque, the Customer will advise the Bank of this instruction in writing

within two (2) working days following the issuance of the verbal instructions. However, Phone Banking Customers need not issue such written instructions. The Bank may at its discretion impose a service charge for countermanding an unrepresented cheque.

2.9

The Bank will assign credit limits to facilities (including but not limited to the Overdraft Facility, the Personal Credit Line and HSBC Premier Credit Cards) which must be strictly observed. The Bank has the right to change such credit limit at any time by notice to the Customer. In the absence of any special arrangement, the bank is not required to honour any cheques drawn by the Customer if the credit limit of the Customer's Overdraft Facility would be exceeded as a result. Without prejudice to the foregoing, if the Bank shall at its absolute discretion honour any cheque notwithstanding such excess, the Bank may do so without prior approval from or notice to the Customer and the Customer shall be responsible for the resulting overdraft, advance or credit thereby created and all related charges.

2.10

The Customer hereby authorises the Bank to transfer to each of the Customer's current account from time to time during business hours on each banking day, sums to the credit of the Customer's savings account in the same or different currency to ensure that the balance in such current account is maintained at such minimum level as the Bank may specify at its discretion.

2.11

All uncrossed cheques (cash or bearer cheques) to be deposited in the Cheque Deposit Machines should be generally-crossed by drawing 2 diagonal lines across the top left hand corner of the cheques. This is a safety measure and the Customer's omission to do so shall discharge the Bank from liability.

2.12

The Customer hereby authorises the Bank to transfer to each of the Customer's current account from time to time during business hours on each banking day, sums to the credit of the Customer's savings account in the same or different currency to ensure that the balance in such current account is maintained at such minimum level as the Bank may specify at its discretion.

3. Time Deposits

3.1

All transactions relating to time deposits are accepted subject to the transaction hours set by the Bank from time to time for such deposits.

3.2

It is at the Bank's sole discretion that any expenses or additional costs (including payment of) incurred by the Bank in redeploying time deposit funds in the market may be deducted from the principal deposit sum before repayment of the time deposit balance.

3.3

Withdrawal of a time deposit before the due date shall be allowed only at the Bank's sole discretion. The Bank reserves the right to impose a penalty payment and forfeiture of accrued interest upon premature withdrawal by the Customer.

3.4

Unless prior written notice is received by the Bank from the Customer or his legal representatives (Executor/Administrators or equivalent), the Bank will automatically renew the deposit plus accrued interest for the same period on maturity date. Notwithstanding any instructions given, the customers still

retain the right to amend their instructions before/on maturity date of their deposits.

3.5

The Customer understands and agrees that should the Maturity date fall on a Bank's non-working day, the maturity date will be automatically adjusted to the next working day.

3.6

All transactions relating to time deposits are accepted subject to the transaction hours set by the Bank from time to time for such deposits. Withdrawal of a time deposit before the due date will be at the Bank's sole discretion and shall be subject to the refund of any interest and expenses incurred by the Bank and the payment of any additional costs for redeploying funds in the market as the Bank may think fit and such amounts may be deducted from the principal deposit sum before repayment of the balance.

4. ATM Card and Credit Card

4.1

Any Card issued by the Bank shall remain the property of the Bank and must be surrendered by the Customer upon the Bank's request. The Bank has the right and sole discretion to withdraw the Card or limit or prohibit its use at any time

without prior notice.

Such limitation/withdrawal of the Card-related service will result in the Card being withheld in the ATM and not returned to the Customer. The Bank shall be entitled to the immediate return of any Card(s) in the event of the closure of the Customer's account or the Customer's death. The loss or theft of any Card or disclosure (or suspected disclosure) of any PIN/ password must be notified to the Bank immediately.

4.1.1

The Credit Card

- (i) Where a Credit Card is issued to the Customer, the Customer shall be bound by the relevant Credit Card Cardholder Agreement and all such other terms and conditions relating to credit cards as the Bank shall introduce from time to time.
- (ii) Where an ATM facility has been incorporated in the Credit Card, the use of such facility will be subject to the below terms and conditions on the use of the ATM Card.

4.2

The ATM Card

- (i) The ATM Card is the property of the Bank. The Bank may suspend or withdraw, at its discretion, the ATM Card and/or any of the services thereby offered at any time without prior notice.
- (ii) The loss or theft of the ATM Card should be reported to the Bank immediately and confirmed in writing as soon as possible. The Customer will be responsible for all transactions effected by use of the ATM Card until such notification. The Bank may debit any Account with any cost incurred in issuing a replacement ATM Card.
- (iii) Cash withdrawals performed overseas through the HSBC Group's ATM network through use of the Card (on any account of the Customer) will be subject to the available balance in the account being sufficient to cover the intended withdrawal amount.

4.3

Cash withdrawals performed on PLUS ATMs apart from those on the HSBC Group's ATM Network will be subject to

- (i) a minimum handling charge per transaction of which the charge shall be debited to the Customer's

transacting account as at the date the transaction is posted into the same account and

- (ii) the available balance in the account being sufficient to cover both the intended withdrawal amount and the said handling charge.

The Bank may vary the handling charge from time to time and at its absolute discretion as notified by the Bank from time to time.

4.4

The Bank shall not be held liable for any transaction entered into prior to any notification of loss or theft of the Card or disclosure (or suspected disclosure) of the PIN/Password.

4.5

A consolidated statement of account may be issued containing information relating to account(s) held in the Customer's name at the Bank or third party products/services/investments marketed by the Bank and may be sent to any address furnished by the Customer to the Bank.

4.6

The Bank shall not be held liable for any transaction entered into prior to any notification of loss or theft of the Card or

disclosure (or suspected disclosure) of the PIN/Password.

4.7

Where the customer does not use the Card for a period of time to be determined by the Bank at its sole discretion, the validity of the Card will lapse and the customer will have to apply for a new Card to be issued to the Customer.

4.8

ATM card/s issued by the Bank or retained by HSBC ATM Machines will be destroyed by the Bank should the new ATM card not be collected within 2 months from the date of notification or the retained ATM card not be collected within 1 month from the date of retention. Charges will apply for any new cards.

5. PhoneBanking Services

5.1

The PhoneBanking services ("the PhoneBanking Service") provided by the Bank is available to the Customer either by Automated Telephone Banking (ATB) or by Personal PhoneBanking (PTB).

5.1.1

ATB allows the Customer to:-

- (i) transfer funds between any of the HSBC Premier Account maintained with the bank;
- (ii) transfer funds from any Account of the Customer within any pre-defined transfer limits (if any so prescribed by the Bank) to any account designated by the Customer for the purpose of receiving funds under ATB;
- (iii) set up, renew or withdraw Time Deposits;
- (iv) enquire on the Accountholder's Account balances and/or HSBC Premier Account Balance, inclusive of loan account balances, last transactions, exchange rates and deposit rates;
- (v) request for account statements, new cheque books and stop cheques as well as status of a cheque;
- (vi) pay utility bills;
- (vii) make loan repayment(s);
- (viii) change PIN; and
- (ix) conduct such other types of banking or investment services as the Bank may from time to time introduce.

5.2

PTB allows the Customer to:-

- (i) enquire as to the balances of any or all personal accounts; transaction history; remittances; transfers; interest and exchange rates; loans; overdrafts and mortgages; cheque status; procedure to change PIN;
- (ii) transfer funds between accounts, both in Brunei dollar and foreign currency accounts within the predefined transfer limits which the Bank may specify in its absolute discretion from time to time;
- (iii) transfer funds from any HSBC Premier Account of the Accountholder within the predefined transfer limits which the Bank may specify in its absolute discretion from time to time to any account designated by the Customer for the purpose of receiving funds under PTB ("the Designated Transferee Account");
- (iv) transfer funds from any HSBC Premier Account of the Customer to any account other than a Designated Transferee Account ("Non-Designated Transferee Account") within the predefined transfer limits which the Bank may specify in its absolute discretion from time to time.
- (v) renew term/time deposits upon maturity and change such term/time deposit instructions;
- (vi) open new accounts with the Bank, such as current account, statement savings account, HSBC Premier account and term/time deposits account;
- (vii) conduct foreign exchange transactions;
- (viii) apply for all types of loans, overdrafts and mortgages;
- (ix) effect payments including utility payments and credit card payments;
- (x) effect remittances to overseas by telegraphic transfers;
- (xi) purchase travelers cheques, cashier's orders and demand drafts with the Bank under instructions to mail them to the beneficiary or to the beneficiary's bank or to await collection;
- (xii) set up, add or cancel standing instructions;
- (xiii) report loss of any of the Cards;
- (xiv) request replacement of any of the Cards;
- (xv) stop cheques;
- (xvi) request for Statements of Accounts;
- (xvii) request for new Cheque Books;
- (xviii) request the Bank to send facsimiles to the Customer with respect to various requests to the Customer's facsimile number on record with the Bank; and
- (xix) conduct such other types of banking or investment services as the Bank may from time to time introduce.

5.3

The Bank is authorised to act on any telephone instruction given through the use of the PhoneBanking Service where such telephone instruction is given together with the PIN supplied to the Customer by the Bank or such number substituted by the Customer from time to time or such other personal data as the Bank acting reasonably in its discretion believes further and verifies the genuineness of the telephone instruction (“telephone instruction”) and the Bank shall be entitled to treat such telephone instruction as valid and correct and given by the Customer and the Bank shall not be liable for any loss or damage, in the absence of malice or willful default on its part, for acting in good faith upon such telephone instruction and the Bank shall not be under any duty to seek any verification other than the PIN and shall not be under a duty to verify the identity of the Customer.

5.4

The Customer shall keep the PIN strictly confidential at all times and agrees not to disclose the same to any third party under any circumstances and the Customer confirms that he will not keep any written record of the PIN in any place or manner which would enable a third party to have access to the same. The Customer is requested not to substitute the PIN supplied to him by the Bank with a number which corresponds

with the Customer’s telephone number, personal identity card or passport number, date of birth or other similar identification number which could facilitate an unauthorised person to effect a telephone instruction. In the event that any unauthorised person uses the Customer’s PIN to effect a telephone instruction the Customer agrees to co-operate and provide reasonable assistance to the Bank, the police and to any other persons the Bank may consider appropriate for the purposes of conducting an investigation. The Customer understands and agrees that he shall be liable to the Bank for any amount transferred by the Bank pursuant to a telephone instruction if the transfer of the underlying funds was made through an instruction given together with the Customer’s PIN before the Customer notifies the Bank in accordance with the provisions hereinbelow in clause 5.5.

5.5

The Customer shall notify the Bank immediately by telephone to the Bank’s Personal PhoneBanking Center in Bandar Seri Begawan (Tel No: 2 252 256) upon (a) the loss of the PIN, or (b) becoming aware that the PIN has or may have become known to any unauthorised person. The Bank will not be liable for any loss (direct or consequential) arising from the use of the PhoneBanking Service until such time as the Bank receives such notification.

5.6

The Customer must ensure that there are sufficient funds or prearranged credit facilities in the Customer's Account for the purpose of effecting the telephone instructions given from time to time and the Bank shall not be deemed to be under any obligation whatsoever to effect any telephone instruction whereby the amount to be transferred exceeds the balance in the Customer's Account and/or credit facilities available to the Customer nor shall the Bank be liable for any loss or damage (direct or consequential) or any consequence arising out of the Bank's failure to carry out such instructions due to inadequacy of funds and/or credit facilities. Should the Bank in its sole discretion decide to carry out the telephone instructions notwithstanding such shortfall or deficit in funds, it may do so without seeking prior approval from or notice to the Customer and the Customer shall be responsible for the resulting overdraft created thereby which shall be repayable on demand together with interest accruing thereon from the date such amount becomes owing until the date such amount is repaid in full at the rate for overdraft lending published by the Bank from time to time;

5.7

Any foreign exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference

purposes only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction. Such confirmed foreign exchange rate or interest rate, if accepted by the Customer through the PhoneBanking Service, shall be absolutely binding on the Customer notwithstanding that a different foreign exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.

5.8

The Customer's right to give telephone instructions pursuant to the PhoneBanking Service is at all times subject to the discretion of the Bank and the Bank may at any time revoke such right without prior notice and/or cancel the PIN at any time as the Bank deems appropriate for whatever reason without prior notice.

5.9

The Bank has the right to record telephone calls made between the Bank and the Customer for the purposes of resolving any disputes between them, and the Customer understands that the Bank may time to time monitor all telephone calls in order to maintain and improve the quality of PTB. The Bank is entitled to rely on any such recordings as well as any other equipment used in connection with the provision

of PTB as conclusive evidence of the matters recorded therein. The tapes containing the records of telephone calls shall be kept by the Bank for no longer than one (1) year. After this period the Bank shall have the right to rely absolutely on its written records of the transactions, in case any dispute arises in relation with any previous transactions;

5.10

All accounts opened pursuant to a telephone instruction shall become operational with immediate effect and the Customer irrevocably and unconditionally agrees promises and covenants to be legally bound by the Bank's Terms and Conditions applicable to such respective accounts as herein contained. In consideration of the Customer's agreement, promise and covenant as aforesaid, the Bank hereby waives any or all underlying account documentations (including but without limiting the generality of the foregoing, signing new application forms, specimen signature cards and/or mandates) which the Bank would otherwise have required of the Customer to sign in opening such accounts;

5.11

The Customer shall notify the Bank in writing of any transaction or use of the PhoneBanking Service or telephone instruction which was not authorised by the Customer within 90 days

from the transaction date which appears on the underlying Account statement. If the Customer fails to report within the said period, the transaction shown in the statement will be considered correct;

5.12

The Customer shall notify the holder of Designated Transferee Account or Non Designated Transferee Account (as applicable) and any Joint Accountholder of the details of the transactions performed by the Bank pursuant to all telephone instructions given by the Customer to the Bank.

5.13

The Bank may, in its sole discretion require the Customer to confirm a telephone instruction in writing, signed by the Customer prior to the Bank acting on such telephone instruction. Notwithstanding any provision herein the Bank reserves the absolute right not to effect or act upon any telephone instruction which it deems in its sole discretion to be unclear, contradictory or seems to have been given by an unauthorised person.

5.14

The Bank reserves the right to add, delete or vary the scope of the PhoneBanking Service and/or any of the terms and

conditions on which the PhoneBanking Service is offered from time to time as the Bank in its absolute discretion thinks fit. The Bank shall give notice of such amendments to the Customer and use by the Customer of the PhoneBanking Service after the date upon which such change is to have effect (as specified in the Bank's notice) will constitute acceptance without reservation by the Customer of such change and such change will be deemed an integral part of the terms and conditions. If the Customer does not accept any proposed change, the Customer is free to cancel the PhoneBanking Service by notifying the Bank in writing.

5.15

If the Customer wishes to cancel the use of the PIN allocated to him by the Bank or any of the PhoneBanking Service offered through ATB or PTB, the Customer must notify the Bank of such cancellation in writing.

5.16

The total sum to be transferred per day from any Account through PhoneBanking Service shall not exceed the following amounts:-

- (i) BND50,000 in respect of a transfer of funds to a Designated Transferee Account of the Accountholder

held with the Bank at any of its branches in Brunei Darussalam.

- (ii) BND10,000 in respect of a transfer of funds to a Designated Transferee Account of the Accountholder not held with the Bank at any of its branches in Brunei Darussalam, or of a person other than the Accountholder.
- (iii) BND25,000 in respect of a transfer of funds to a Non-Designated Transferee Account of the Customer not held with the Bank at any of its branches in Brunei Darussalam, or of a person other than the Customer. The Bank reserves the right with or without notice to the Customer to change and revise such limits from time to time.

5.17

If the Customer wishes to instruct the Bank to freeze or stop the payment of a cheque or the transfer or payment of funds made through a telephone instruction through the PhoneBanking Service, he must notify the Bank at once, such request for the Bank to freeze or stop the payment of a cheque or the transfer of funds being either in writing and sent to the Bank or by way of a telephone instruction whereupon once the Bank has satisfied itself of the genuineness of such instruction according to the Bank's procedure, the Bank will immediately

freeze or stop the payment of the cheque or the said transfer provided such payment or transfer (as the case may be) has not already been effected.

5.18

The Bank shall not be liable to the Customer for any failure to carry out any telephone instruction where such failure is attributable, whether wholly or in part, to any cause beyond the Bank's control including any act of God, governmental act or act of any governmental officer, war, flood, fire, disruption or failure in any communication facilities, telecommunication breakdown, equipment malfunction or failure, loss of power, explosion, accident, civil commotion, industrial dispute or any other kind of force majeure and under no circumstances shall the Bank be responsible to the Customer for any indirect or consequential losses arising out of or in connection with carrying out or failure to carry out a telephone instruction.

5.19

The Customer undertakes not to use the PhoneBanking Service in any manner or to perform any transaction which is illegal, illicit or prohibited under the laws of Brunei Darussalam or any applicable country or territory.

5.20

The Bank may, from time to time, in its absolute discretion, arrange a collection/delivery service on behalf of the Customer in respect of cheques and/or other documentation designated from time to time by the Bank. The Customer hereby authorises the Bank to select and appoint messengers, whether in the Bank's own name or the name of the Customer, to carry out such collection/delivery service and the Customer understands and agrees that the Bank shall not be responsible to the Customer for any losses incurred by the Customer including, but not limited to, any indirect or consequential losses arising out of or in connection with such collection/delivery service. The Customer further understands and agrees that the Bank has the right to charge such fees and/or other charges in respect of arranging such a service as the bank in its reasonable opinion from time to time deems fit.

