

SELF-INQUIRY AND DISPUTE RESOLUTION

TERMS OF SERVICE

1. INTRODUCTION

- 1.1. The Terms of Service cover important information about the terms and conditions upon which CBCB has agreed to provide the Services to the Subject. By completing and submitting the Application Form, the Subject agrees to these Terms of Service, and any notices posted in this regard on CBCB's web site at the time of such submission.
- 1.2. CBCB reserves the right to amend these Terms of Service or any notice in this regard at any time. The Subject shall be solely responsible in familiarising and updating itself with these Terms of Service and any amendments made from time to time.

2. DEFINITIONS

- 2.1. For the purpose of these Terms of Service –

“Applicant” means Subject or Authorised Person;

“Application Form” means the application form prescribed by CBCB in order to use the Services;

“Authorised Person” means:

- (i) for an individual, a person who has been authorised by the Subject to apply for the Services and who has attained the age of eighteen (18) years on the date of application and who can be identified by any one of the Identification Documents.
- (ii) for a commercial entity, such person is authorised by the Subject through representation of the following documents:
 - a) for sole proprietorship, a copy of Business certificate showcasing their ownership;
 - b) for partnership, a resolution authorising any of the partner and such resolution shall be signed by at least one other partner; or
 - c) for companies, a board resolution authorising any of the Directors or Chief Executive officer or Chief Financial Officer or Company Secretary who is an authorised signatory to conduct banking transactions;

“Business Days” means working days of Brunei Darussalam Central Bank (BDCB);

“CBCB” means the Credit Bureau established under section 42A of the Brunei Darussalam Central Bank Order, 2010;

“Disputable Information” means data elements in the Self-Inquiry Report other than the details of following sections of the report:

- (i) Search Criteria;
- (ii) Inquiry History; and
- (iii) Disclaimer;

“Error” means information that the Subject believes, satisfies any of the following elements in the Disputable Information of the Self-Inquiry Report:

- (i) the credit facility, guarantee, security or cheque dishonour either does not belong to the Subject or has been reported more than once or has erroneous information;
- (ii) the closed credit facility as on the Report Date is still reported as active; or
- (iii) demographic (including individual or company profile), employment, relationship information either does not belong to the Subject or erroneously reported.

For the avoidance of doubt, Error shall not include any contention raised by the Subject involving issues relating to application of banking internal processes and methodologies such as interest calculations or levy of charges;

“Error Investigation” means the process where the Subject requests CBCB to initiate an investigation in order to resolve any Error;

“Identification Document” means:

- (i) for Brunei Citizens and Permanent Residents: a valid national identity card issued by the Brunei Government or a valid identification card issued by the Royal Brunei Armed Forces or Royal Brunei Police Force;
- (ii) for other individuals: a valid passport issued by a foreign government or national identity card issued by the Brunei Government; or
- (iii) for commercial entities: Registration certification issued by the Registrar of Companies and Business Names of Brunei Darussalam;

“Member” means:

- (i) banks licensed under sections 4 or 23 of the Banking Order, 2006;
- (ii) Islamic banks licensed under sections 4 or 23 of the Islamic Banking Order, 2008;
- (iii) finance companies licensed under section 3 of the Finance Companies Act (Cap. 89); and
- (iv) the Perbadanan Tabung Amanah Islam Brunei established by section 3 of the Perbadanan Tabung Amanah Islam Brunei Act (Cap. 163).

“No-Hit Report” means the report confirming that no data is found in the CBCB’s repository based on the details provided in the Application Form.

“Report Date” means the date on which the Self-Inquiry Report is generated.

“Self-Inquiry Report” means a report containing any information or data that Members had provided, in relation to a Subject, furnished in such form as may be decided by CBCB from time to time, searched and generated based on the information provided in the Application Form and includes No-Hit Report.

“Services” means the services to be performed by CBCB in furnishing Self-Inquiry Reports to the Subject, or Error Investigation.

“Subject” means any individual person who has attained the age of eighteen (18) years on the date of application, or any commercial entity, identified by an Identification Document, in respect of whom/which an application for Services is made.

3. CONFIDENTIALITY REQUIREMENTS

3.1. All information furnished to a Subject by CBCB is confidential, and:

- (a) shall be for the exclusive use of the Subject;
- (b) shall not be disclosed in whole or in part to any third party, including any press or media;
- (c) shall not be used as proof of any legal proceedings or any courts;
- (d) shall not be used for any immoral, or any unlawful purpose or activity; and
- (e) shall not be provided to any Members for them to use as part of their credit appraisal.

3.2 The Subject and Authorised Person shall take all necessary precautions and measures to ensure the confidentiality of the information furnished by CBCB.

4. ACCURACY OF INFORMATION FURNISHED TO CBCB

- 4.1. The Subject and/or Authorised Person, as applicable, declare(s) that:
 - (a) the information provided in the Application Form is true and correct; and
 - (b) the documentary evidence provided to prove the identity of the Subject are true copies of the originals.
- 4.2. The Subject and/or Authorised Person, as applicable, acknowledge(s) that the giving of any false or inaccurate information may have legal consequences, including criminal prosecution.

5. SELF-INQUIRY REPORT AND ERROR INVESTIGATION

- 5.1. The Subject understands that the Self-Inquiry Report contains the data as provided by Members and that CBCB only consolidates such information. The Self-Inquiry is valid for thirty (30) days from the Report Date.
- 5.2. The Subject understands that there is a possibility that the Self-Inquiry Report may contain technical errors, including those due to data corruption or system malfunction. Upon discovery of such errors, CBCB reserves the right to withhold the delivery of the Self-Inquiry Report or declare it as void, where one has been delivered. The Subject shall upon notification by CBCB immediately destroy all copies of the Self-Inquiry Report in any format. CBCB shall endeavour to rectify the error and shall notify the Subject of any rectification made.
- 5.3. Where upon delivery of the Self-Inquiry Report, the Subject discovers any Error and decides to initiate investigation, the Subject may within the validity period of the Self-Inquiry Report, request CBCB to initiate an Error Investigation.
- 5.4. The Subject understands that CBCB may generate Self-Inquiry Reports in the process of Error Investigation. In that circumstance, the Subject shall be deemed to have authorised CBCB to generate the said report.
- 5.5. CBCB shall close the Error Investigation:
 - (i) On the expiry of five (5) Business Days following communication to the Subject on the status of the Error Investigation to the effect that, either the correction has been reflected in the Report or no Error was found after investigation, provided that no further dispute concerning the same is raised by the Subject; or
 - (ii) Immediately, upon identifying that the contention raised by the Subject does not amount to an Error.

6. CHARGES

- 6.1. The fees and charges applicable to the Services and as may be amended from time to time, is set out in Schedule A.
- 6.2. Refunds will not be issued once the Service has been performed.

7. DISCLAIMER

- 7.1. The Subject expressly understands and agrees that use of this Service is at the Subject's sole discretion. The Self-Inquiry Report is provided on an "as is" or "as available" basis.
- 7.2. BDCB shall not in any way be held responsible for the accuracy or completeness of information delivered in the Self-Inquiry Report or the results of Error Investigation. The information contained in the Self-Inquiry Report is not subjected to independent verification by CBCB.
- 7.3. The Self-Inquiry Report shall not be construed as BDCB's opinion or endorsement on the Subject's credit worthiness.
- 7.4. Neither these Terms of Service nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by the Subject without prior written permission of BDCB. Any purported assignment without such permission shall be deemed void.
- 7.5. Any waiver of any rights of BDCB hereunder shall be in writing, signed by BDCB, and any such waiver shall not operate as a waiver of any future breach of this Terms of Service. In the event of any parts of this Terms of Service are found to be illegal or unenforceable, such parts shall be severed therefrom, and the remaining terms shall be separately enforced.

8. LIMITATION OF LIABILITY AND INDEMNITY

- 8.1. The Subject understands and agrees that BDCB and Members shall not be liable, in contract, tort or otherwise, for any indirect or consequential losses, damages, costs, charges, expenses or otherwise, loss of business opportunity, loss of revenue, profit or anticipated profit that the Subject may suffer or incur arising out of or in connection with the provision of or their use of the Services or howsoever under or in connection with or incidental thereto.
- 8.2. The Subject also agrees and acknowledges that if, for any reason, the foregoing limitation of liability is found inoperative or declared by a court of competent jurisdiction, to be unenforceable or invalid and liability is imposed on BDCB, then BDCB's aggregate liability for any and all losses or injuries to the Subject arising out of any acts or omissions of BDCB in connection with anything to be done or furnished

hereunder, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the aggregate amount paid by the Subject for the service.

- 8.3. This Terms of Service constitutes the entire agreement between the parties in respect of the subject matter hereof, and supersedes any and all prior or contemporaneous or additional communications, negotiations, or agreements with respect thereto. The Subject shall indemnify and hold BDCB (and BDCB's directors, agents, subsidiaries, joint ventures, licensees, employees, and thirdparty partners) and Members harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of their breach of this Terms of Service, or their violation of any law or regulation, or the rights of any third party. This Terms of Service are solely and exclusively between the Subject and BDCB. The Subject acknowledges and agrees that no third party, including a third-party partner of BDCB, is a party to this Terms of Service or has any obligations or duties to the Subject under this Agreement.
- 8.4. In any event, BDCB accepts no responsibility for any losses incurred by any persons, in connection with the Services offered by BDCB, including losses as a result of fraud, except where the loss is caused by the gross negligence or intentional misconduct of BDCB or any of its officers or employees, and in such event BDCB's liability shall only be limited to Direct losses and excludes special, incidental or consequential losses.

9. PROPRIETARY RIGHTS

- 9.1. BDCB retains all rights, titles and interests (including all copyright, trade secret, patent and other rights) in and to the Self-Inquiry Report and the information therein. If the Subject provides feedback on the Service, for example recommendations for improvements or features, implementation of that feedback is owned by BDCB and may become part of the Service without compensation to the Subject. BDCB reserves all rights in and to the Service unless BDCB expressly states otherwise. The Self-Inquiry Report contains proprietary and confidential information that is protected by applicable intellectual property and other laws. The Subject shall not copy, frameset, enclose or otherwise distribute any part of the Report.
- 9.2. All brand, product and service names used in the Service which identify BDCB and or its partners and our or their proprietary products and services are the trademarks or service marks of BDCB or its partners. Nothing in this Service shall be deemed to confer on any person any license or right on the part of BDCB or such partner with respect to any such image, logo or name.
- 9.3. BDCB hereby grants the Subject, upon payment of the relevant fee, the exclusive and non-assignable license to use the Self-Inquiry Report together with the information contained therein solely for their personal purpose.

10. GOVERNING LAW

10.1. These Terms of Service shall be governed by and construed in accordance with the laws of the Brunei Darussalam.

SCHEDULE A: SERVICE CHARGES

No.	Fees/Charges Description	Amount
Self-Inquiry Report		
1.	Consumer	BND 3.00 per report
2.	Commercial Entity	BND 5.00 per report