

TERMS AND CONDITIONS ON THE USAGE OF THE DIGITAL WALLET
("TERMS")

ABOUT THIS AGREEMENT

- 1.1. This Agreement sets out the terms and conditions governing your access and usage of the Digital Wallet (as herein defined) via your Device(s).
- 1.2. You acknowledge that you have read and fully understood these Terms and your registering for and/or utilizing the Digital Wallet constitutes your unconditional acceptance to the entire Terms.
- 1.3. These Terms supplement, are additional to and are to be read together with the following:
 - 1.3.1. terms and conditions governing you as a Baiduri (defined below) customer and/or account holder (if applicable); or
 - 1.3.2. terms and conditions governing you as a DST (defined below) user (if applicable); and
 - 1.3.3. the terms and conditions of any other document or agreement governing your relationship with us.Clause 1.3.1 to 1.3.3 are collectively known as the "**Other Terms**".
- 1.4. Unless otherwise stated, if there is any conflict or inconsistency between the Terms and the Other Terms in relation to the Digital Wallet, these Terms shall apply over the Other Terms to the extent necessary to give effect to these Terms.
- 1.5. If you do not accept these Terms, please do not register, or stop accessing and using the Digital Wallet immediately, and proceed to terminate your use of the Digital Wallet.

DEFINITIONS

- 2.1. The following word(s) and expression(s) shall have the meanings and interpretation as set out below, unless the context indicates otherwise:

“ATM”	means an automated teller machine or card-operated machine belonging to Baiduri;
“Available Balance”	means the amount of money which is standing in credit in your Digital Wallet Account;
“Baiduri”	means Baiduri Bank Berhad;

“Biometrics”	refers to a user identity verification process that involves a biological input or the scanning or analysis of some part of the body which includes but is not limited to fingerprint scanning, voice authentication and facial recognition;
“Brunei Dollar”	means the lawful currency of Brunei Darussalam;
“Business Day”	means a day (other than a Saturday, Sunday or a public holiday in Brunei Darussalam) and “Business Days” shall be construed accordingly;
“Card”	means the Baiduri UnionPay Debit Card issued to the named cardholder(s);
“DST”	means DST Communications Sdn Bhd;
“Device”	means any device as may be determined by us from time to time at our sole and absolute discretion including but not limited to personal computers, laptops, tablets, mobile telephone and/or other mobile devices that supports the Digital Wallet;
“Digital Wallet”	means a digital mobile wallet application which allows you to access the Services by pairing with a Baiduri UnionPay Debit Card or such other card as issued by Baiduri as may be modified, rebranded, renewed or substituted from time to time by Baiduri;
“Digital Wallet Account”	means an electronic account entitling you to utilise the Services;
“Dormant Account”	is defined in accordance to Clause 11.1 (Dormant Account);
“Instruction(s)”	means any request(s), application(s), authorisation(s), order(s) or instruction(s) in whatever form given or transmitted through the Digital Wallet by yourself, whether authorised or unauthorised;

“Intellectual Property”	means all copyright, patents, utility, innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, whether within or outside Brunei Darussalam, registered or unregistered;
“Know-Your-Customer” or “KYC”	means the electronic process to validate your identity by verifying your personal details, including but not limited to, facial recognition, optical character recognition or other method(s) as may be prescribed by us from time to time;
“Login Information”	means any Username and Password;
“Merchant”	means any retailer or establishment offering goods and/or services which accepts the Digital Wallet as a medium of payment for the purchase of their goods and/or services and has a UnionPay POS terminal (within or outside of Brunei Darussalam);
“Mobile Line”	means an active prepaid or postpaid mobile/cellular service;
“Near Field Communication” or “NFC”	means a technology which allows two (2) compatible devices such as smartphones and other electronic devices such as a Merchant’s POS terminal or payment readers to communicate within a short range to enable secure and contactless payment transactions and does not require any physical contact between payment devices and the payment reader;
“Network Service Provider”	means any business or organization that provides you with access to the internet;

“One-Time Password” or “OTP”	means a security feature that has been implemented to provide a second layer of protection when authorising the Services or generally actions on the Digital Wallet (if applicable). It is a code sent to the mobile number registered with your Card(s) that needs to be entered to verify your ownership of the Card(s) or to authorise the Services;
“Password”	means any personal identification number, Device(s) password, OTP, Biometrics, word, phrase, symbol, code and/or a series or combination thereof being unique and known only to you for purposes of authenticating your Username whenever you access and use the Digital Wallet and/or other features;
“Personal Information”	means all data, record or information (in whatever means) submitted by you or obtained from you or compiled by us as a result of your usage of the Digital Wallet Services which you have consented for us to use, store, share or processed in accordance to the Terms herein;
“POS”	means point-of-sale;
“Quick Response Code” or “QR Code”	means a matrix or two-dimensional barcode consisting of black square(s) and/or pattern(s) arranged in a square grid against a white background, which is capable of being read or scanned by an imaging device, including but not limited to smartphone(s) and QR Code scanner(s);
“Services”	means the provision of the Digital Wallet Account to you, the enabling and processing of the Transaction(s), processing of the Instruction(s) and/or the provision of any facility(ies) and Services as may be offered from time to time via the Digital Wallet, as specified in Clause 4 (Digital Wallet Services);
“Terms”	mean the terms and conditions stated in this Agreement which shall govern the use of the Digital Wallet including any amendments and/or variations made from time to time.

“Top-Up”	means the transfer and crediting of funds into your Digital Wallet Account in Brunei Dollars via the Top-Up Channel(s) so that the funds are part of the Available Balance available for making Transaction(s);
“Top-Up Channel(s)”	means the designated channel(s) (as appointed and authorised by us) for you to Top-Up your Digital Wallet Account;
“Transaction(s)”	means the transactions listed in Clause 4.1 (Digital Wallet Services);
“Transaction Limit”	means the transaction limit in accordance with Clause 8.3 (Top-Up and Transaction Limit);
“Transaction Records”	means any records with respect to each transaction carried out via the Digital Wallet, including but not limited to: (a) your account number; (b) the total of the purchase price of goods and/or services purchased; (c) the date of the transaction, a description of the goods and/or services purchased, credited or returned and the OTP issued to you prior to completing the Transaction;
“Username”	means a unique identifier made up of a combination of alphabet(s), numerical character(s) or symbol(s), as may be determined or amended by yourself from time to time for the purpose of allowing your access to your Digital Wallet Account;
“Virtual Card”	means a digital prepaid card generated via the Digital Wallet;
“we”, “us”, “our(s)”	means Baiduri and DST together, including its successors and assignees as the provider of the Digital Wallet;
“you”, “your”, “yourself”	means the registered Digital Wallet Account holder and/or any potential users of the Digital Wallet.

2.2. Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa; and reference to a person includes reference to a sole proprietor, partnership firm and company.

3. REGISTRATION

- 3.1. You are eligible to register as a user of the Digital Wallet, provided that you fulfil the following requirements:
 - 3.1.1. subject to Clause 3.2, you have attained *twelve (12)* years of age and above at the time of registration; and
 - 3.1.2. you are an account holder at Baiduri, have an existing Baiduri card and have a mobile line; or
 - 3.1.3. have a Mobile Line with DST.
- 3.2. If you are the parent/guardian registering for a Digital Wallet Account to be operated by your child who is a minor, you agree:
 - 3.2.1. to ensure your child's compliance with these Terms; and
 - 3.2.2. that we are not responsible or liable to you or your child for any loss suffered by you or your child arising from or in connection with the use of your child's Digital Wallet Account.
- 3.3. You may be required to create a Username and/or Password, or such Username and/or Password may be issued by us to you for you to access and use the Services. We shall have absolute discretion to invalidate any Username and/or Password created by you without disclosing any reason(s) whatsoever or prior notice.
- 3.4. You shall provide accurate, complete and up to date information required for purposes of the registration and inform us immediately of any changes in any particulars of your Personal Information. We will not be responsible for any losses that occur as a result of your providing or confirming inaccurate information.
- 3.5. You may contact DST to update and/or change your Personal Information in the Digital Wallet Account, which shall be approved at our discretion at all times.
- 3.6. Upon your successful registration with the Digital Wallet, you will be provided with a Digital Wallet Account.
- 3.7. You shall only be entitled to have one (1) Digital Wallet Account. You are required to register your Digital Wallet Account on your own Device. For avoidance of doubt, one (1) Mobile Line and email address can only be used for one (1) Digital Wallet Account.
- 3.8. We may request for additional information or documentation at any time without disclosing any reason(s) whatsoever to you and you agree that you shall provide such additional information or documentation promptly upon request, failing which we shall reserve our right to reject your application for registration of the Digital Wallet Account (pre-registration) or suspend or terminate your Digital Wallet Account (post-registration) in accordance to Clause 10 (Termination and Suspension).

DIGITAL WALLET SERVICES

- 4.1. The Digital Wallet may be used to perform any of the following Transactions:
 - 4.1.1. make payments to Merchant(s) from your Available Balance, in accordance to your Instructions, in the following manner:
 - (a) scanning the Merchant's QR Code (generated by us);

- (b) tapping or waving your Device(s) displaying the Virtual Card (in accordance to Clause 5 (Virtual Card)); or
 - (c) using any other services as may be provided through the Digital Wallet from time to time;
- 4.1.2. Top-Up; or
- 4.1.3. transfer of funds between Digital Wallet Accounts by scanning a Digital Wallet user's QR Code (generated by us) or entering a Digital Wallet user's Mobile Line via the Digital Wallet.
- 4.2. You shall ensure that there are sufficient funds in your Digital Wallet Account for your use of the Services. We may at our absolute discretion, without needing to give any reason(s), be entitled to refuse to act on any such Instruction(s) without incurring any liability to you whatsoever, including but not limited to, any of the following instances:
 - 4.2.1. your Available Balance is insufficient to effect, perform or process that Instruction(s); and
 - 4.2.2. you have exceeded any of the Transaction Limits or any applicable limit(s) imposed by us as provided for in Clause 8 (Top-Up and Transaction Limits);
- 4.3. When using the Digital Wallet to purchase any goods and/or services from any Merchant(s), you acknowledge that there may arise situations due to Merchant's system constraint or for any other reason, the Merchant may not be able to accept this payment method and require you to complete the Transaction with an alternative form of payment accepted by the Merchant. We shall not be liable for any losses that you may suffer or have suffered as a result of the failure to complete or execute Instructions for Transactions and the Merchant's inability to accept payment via the Digital Wallet.

VIRTUAL CARD

- 5.1. Subject to your successful registration, you shall be entitled to a digital co-branded virtual card on the Digital Wallet ("**Virtual Card**"). You acknowledge that you can use the Virtual Card to effect the Transaction(s) proportionate to your Available Balance to make any payments, by tapping or waving your Device(s) displaying the Virtual Card at any Merchant(s)'s NFC-enabled POS terminal or contactless payment reader with UnionPay acceptance subject to the Transaction Limits or conditions which may be specified from time to time by us.
- 5.2. Any Transaction(s) made with your Virtual Card will be linked to your Digital Wallet Account. The use of the Virtual Card shall be subject to these Terms and the Other Terms.
- 5.3. By using the Virtual Card, including by authenticating and (i) tapping/waving your Device(s) displaying the Virtual Card near a merchant's NFC-enabled Point-Of-Sale Terminal or contactless payment reader, or (ii) using such Virtual Card for any in-app purchase and/or digital commerce payments, you are authorising payment to be made out of your Digital Wallet Account via the Virtual Card. To complete any Transaction(s) using the Virtual Card, you may be required to provide your Login Information to verify your identity.

LOGIN INFORMATION AND PERSONAL INFORMATION

- 6.1. You are advised to take all necessary precautions to safeguard your Login Information and Personal Information and shall keep it confidential at all times.
- 6.2. You shall, at all times, be responsible for all Transactions and/or Instruction(s) transmitted via the Digital Wallet using your Login Information saved on your Device(s) regardless of whether they were made by you or someone purporting to be you and you hereby agree and acknowledge that we are entitled to rely on and treat any Transaction(s) and/or Instruction(s) made, submitted or effected pursuant to the use and entry of your Login Information as having been made, submitted and effected by you and accordingly. We shall not be responsible or liable for any losses which you may suffer, whether directly or indirectly, as a result of the same, save for instances where such losses or damages are directly caused by our gross negligence or wilful misconduct.
- 6.3. All Transaction(s) performed by you or Instruction(s) transmitted to and/or received by us through your Login Information shall be deemed as genuine Transaction(s) and/or Instruction(s) made by you. We are under no obligation to verify the said Transaction(s) and/or Instructions with you to determine its authenticity but may do so at our sole and absolute and discretion.
- 6.4. Any Instruction(s) transmitted to and/or received by us which requires any amendments and/or variations to your Personal Information shall be deemed consent for us to make the relevant amendments and/or variations.
- 6.5. We reserve the right to suspend and/or revoke the use of your Username and/or Password(s) at any time with notice to you. We shall not, however, be required to provide you with any reason for such suspension or revocation.

ADDITION OF CARD(S) TO THE DIGITAL WALLET

- 7.1. You agree and acknowledge that by adding Card(s) into your Digital Wallet Account and by using the Services, you are authorising payment for the Merchant's product and/or services to be charged to your Card(s) whether or not the said transaction is authorised by you. The same Card(s) can be added to one (1) Device only.
- 7.2. You may add a Card to your Digital Wallet by following the instructions provided on the Digital Wallet. You acknowledge that we have the right to decline the addition of a Card or to suspend use of or delete such Card on the Digital Wallet. We shall not be liable if you are unable to add your Card(s) on the Digital Wallet for any reason whatsoever.
- 7.3. We may in our sole discretion decide to change the eligibility criteria or restrict certain Card(s) from being added into your Digital Wallet Account. If your Card(s) becomes delinquent or not in good standing, as determined by Baiduri, we shall be entitled to remove your Card(s) from your Digital Wallet Account.
- 7.4. For purposes of verifying ownership of the Card(s), an OTP shall be sent to your mobile number registered with Baiduri.
- 7.5. By adding your Card(s) into the Digital Wallet, you acknowledge that your Personal

Information may be transmitted to and stored within your Device, with us and/or on the system of a third party working with us for purposes of the Digital Wallet, which shall be used for the purpose of providing the Services. We shall not be responsible or liable to you or any third party for any losses or damages arising from the use or misuse of any such information by us and/or any third party.

- 7.6. You agree and acknowledge that you are responsible for removing and disabling your Card(s) in the Digital Wallet if the Device is no longer in use and/or you are no longer the owner of your Device.

TOP-UP AND TRANSACTION LIMITS

- 8.1. You may Top-Up your Available Balance via fund transfer from your Baiduri bank account, Card(s), or via any Top-Up Channel, and by paying any fees imposed by third parties for using such services, if any.
- 8.2. We may conduct KYC or due diligence checks in accordance with any applicable regulatory requirements, internal risk assessment and any requirements deemed necessary before clearing funds for receipt by your Digital Wallet Account.
- 8.3. You acknowledge that we:
 - 8.3.1. reserve the right to introduce, impose or vary the limits to the amount of your Available Balance and/or any daily or monthly transactions authorized through your Digital Wallet Account; And
 - 8.3.2. reserve the right to specify limits on the number and amount of Transactions, and the period which the Digital Wallet is allowed to be operated by giving you adequate prior notice.

Clause 8.3.1 to 8.3.2 are collectively known as the “Transaction Limit” and we may at our sole and absolute discretion amend, vary and change the Transaction Limit or any other limits in respect of the Digital Wallet as provided for from time to time.

YOUR RESPONSIBILITIES AND UNDERTAKINGS

- 9.1. You shall undertake and agree:
 - 9.1.1. to be responsible, at all times, for obtaining and using the necessary application version, Device, operating system, internet browser and/or any other hardware and/or software necessary including any new and recent versions thereof, which is necessary to obtain access to the Digital Wallet, at your own risk and expense;
 - 9.1.2. to be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to the Digital Wallet and you hereby agree, acknowledge and understand that such access will, to that extent, be subject to the terms and conditions of your Network Service Provider;
 - 9.1.3. to exercise utmost care, diligence and precautions to safeguard your Device from loss, theft or fraudulent use of your Device to prevent any unauthorised

use of your Digital Wallet;

- 9.1.4.** that we shall not be held liable for your inability to access or use the Digital Wallet or any part thereof, the rejection of your access to the Services, or the incorrect processing of your access to the Services;
- 9.1.5.** to observe all security measures in relation to your Digital Wallet Account and the access to and use of the Digital Wallet as specified in accordance to the Terms and other rules and regulations, policies or guidelines as may be implemented from time to time;
- 9.1.6.** to furnish complete, accurate and timely data, information and instructions in relation or in connection with any Services and performance of any Services made through the Digital Wallet;
- 9.1.7.** to keep yourself informed and updated of the relevant and applicable policies, practices and other terms applicable to the Digital Wallet, Digital Wallet Account, Card(s), bank account(s), the Services herein as provided to you;
- 9.1.8.** to observe all reasonable measures to notify us immediately of any lost or stolen Card(s) or Device(s) that have been set up for the Digital Wallet in order to cancel or disable your Card(s) in your Digital Wallet Account and Device(s);
to be and remain liable to us for any goods or services supplied by the Merchants by the use of the Digital Wallet before we receive your written or verbal notification of the loss and/or theft of your Card(s) and/or Device(s);
- 9.1.9.** that your use of the Digital Wallet and use of the Services herein shall at all times be in accordance with all legislation, subsidiary laws and regulations governing the same and you shall not, at any time, whatsoever, attempt or assist any other person to transmit any materials, data, communication and/or information through the Digital Wallet, which is abusive, defamatory, infringing another person's right, criminally sanctioned or attracts civil liability, incites hatred or racism, pornographic, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency;
- 9.1.10.** that we reserve the right to edit or delete any content or material which violates any of the Terms without notice and without any liability whatsoever to you for doing so; And
- 9.1.11.** to monitor all transactions and activities in connection with your Digital Wallet Account. We assume that you will do so without any reminders or notifications from us.

9.2. You shall not:

- 9.2.1.** use the Digital Wallet on any illegally modified devices such as a jailbroken device, rooted device or any device that has been altered in any way whatsoever. In the event you utilise such a device, we shall not be liable in anyway whatsoever for any and all losses or damages which you may suffer;
- 9.2.2.** interfere with the access to and use of the Digital Wallet and the Services herein by other Digital Wallet users and you shall not use the Digital Wallet

for any purpose other than conducting authorised transactions pertaining to your Digital Wallet Account;

- 9.2.3. hack into, attempt to hack, or gain unauthorised access, whether directly or indirectly, into other Digital Wallet users' account(s) and/or the Services, for any purpose whatsoever; And
- 9.2.4. initiate any claims, actions, proceedings, or suits against us, for any unauthorised use of the Digital Wallet and the Services herein whether as a result of your Login Information being compromised or otherwise.

10. TERMINATION AND SUSPENSION

- 10.1. Notwithstanding anything in these Terms, we may change the procedures or mode of operation of the Services and the Digital Wallet without giving any reason or notice to you at any time.
- 10.2. We shall be entitled to immediately suspend or terminate your use of the Digital Wallet and/or Services herein (or any part thereof, including any benefits under the Services) and your access to the Digital Wallet Account, with or without any notice to you without assigning any reasons or upon the happening of any of the following events (without limitation thereto):-
 - a) if in our opinion, there is dishonesty, suspected fraud, illegality, criminality or misrepresentation in the use of your Digital Wallet Account or your use of the Services;
 - b) if you are in breach or we have reasonable grounds to believe that you have breached any of the provisions of these Terms, and/or any applicable terms and conditions of any new services as may be provided by us from time to time, or have engaged in any conduct prejudicial to us or if in our opinion, your acts are prejudicial to the our interest;
 - c) if you are in breach of any acts, statutes, laws, by-laws, rules and/or regulations imposed by any party, regulatory body or government agency;
 - d) if you are facing bankruptcy proceedings or is adjudged bankrupt;
 - e) if you are proven to have or there are reasonably sufficient grounds to believe that you are engaged in fraudulent or suspicious activity(ies) on the Digital Wallet;
 - f) if you have submitted false documents or have declared false information during your application for the Digital Wallet;
 - g) if you have acted in bad faith or with malicious intent;
 - h) if your name is listed under any regulatory watchlist (including but not limited to listing related to money laundering, terrorism and terrorism financing under Autoriti Monetari Brunei Darussalam (“**AMBD**”));
 - i) if you fail to provide any additional information which we may reasonably request from you from time to time; and/or
 - j) if your Digital Wallet Account remains a Dormant Account for the period of time as provided for in Clause 11.4.

- 10.3. You may, at any time, apply to terminate your use of the Digital Wallet and/or Services via the DSTCare Helpline, online through DST's website or by visiting a DST branch. DST will notify you once your application to terminate the Services is accepted.
- 10.4. If you have any Available Balance in the Digital Wallet Account upon termination by you or us, you must ensure that you provide us with the correct bank account details and any other information as may be required by us to enable us to process the termination of the Services and refund the Available Balance to your bank account within five (5) Business Days. If you do not have any Available Balance in the Digital Wallet Account, the Services shall be deemed to be terminated immediately upon notice of the termination from you to us or vice versa. We shall not be liable for any losses or damages suffered by you due to any incorrect banking information provided by you.
- 10.5. You agree and acknowledge that termination does not affect your liability or obligation in respect of any Transactions and/or Instruction(s) transmitted to and received by us prior to such termination that have been processed or are being processed by us.
- 10.6. Any rights and obligations under these Terms which by their term and sense would survive the termination thereof in any way shall continue to be in full force and effect thereafter.

11. DORMANT ACCOUNT

- 11.1. If your Digital Wallet Account remains inactive or continues to be inactivated (including, but not limited to, non-usage of the Services and/or zero Available Balance) for a period of six (6) consecutive months, we may at our sole and absolute discretion treat your Digital Wallet Account as dormant ("**Dormant Account**") and may suspend access and use of your Digital Wallet Account and/or the Services without further notice.
- 11.2. After the first three (3) consecutive months of inactivity on your Digital Wallet Account, three (3) notifications via short message service ("**SMS**") shall be individually sent on the subsequent fourth (4th), fifth (5th) and/or sixth (6th) month of inactivity to your Mobile Line to notify you that your Digital Wallet Account will be treated as a Dormant Account if your Digital Wallet Account remains inactive or continues to be inactivated.
- 11.3. We may charge a monthly Dormant Account fee, at a sum to be imposed, fixed or varied by us from time to time.
- 11.4. We may terminate or suspend the Dormant Account if the said account continues to remain inactive for another period of three (3) consecutive months from the period stated in Clause 11.1 above. Should you wish to reactivate the Dormant Account and subject always to our sole and absolute discretion to reactivate the Dormant Account, you agree that you shall perform a minimum of one (1) Transaction to reactivate the Dormant Account.

12. REACTIVATION

- 12.1. In the event the Digital Wallet Account has been deemed a Dormant Account you may be required to Top-Up and/or carry out a Transaction for the purposes of reactivation.

- 12.2. We may at our absolute discretion reactivate the Dormant Account or refuse to do so. In the event of any Services or Transaction(s) having been suspended by us and you request for the reactivation of the same, we may at our absolute discretion reactivate the Services or Transaction(s) or refuse to do so.

13. DISPUTE OF TRANSACTION(S)

- 13.1. If you discover any error or discrepancy in your Digital Wallet Account, you must contact the DSTCare Helpline in accordance to the procedure set out in this Clause 13 within ninety (90) days from the date of the disputed Transaction, failing which, you shall be deemed to have accepted the accuracy of your Transaction(s).

- 13.2. Should you wish to report any error or to dispute any Transaction(s) or Instruction(s) performed using the Digital Wallet, you may email or call DST at the following address and contact number:

DSTCare Helpline
DST Headquarters,
Lebuhraya Tungku,
Bandar Seri Begawan BE3619
Negara Brunei Darussalam
Tel: 151 (within Brunei Darussalam) /+673 8987151 (outside Brunei Darussalam)
Email: <https://dst.com.bn/contact/>

- 13.3. We shall endeavour to resolve your complaint and/or dispute at our sole and absolute discretion.
- 13.4. You shall be required to disclose to us all relevant information relating to any report, query or complaint including but not limited to your name, the relevant Card(s) and/or account(s), a description of any such error, query or complaint, date of the disputed transaction or error, an explanation on why you believe it to be an error or why you require more information and the amount(s) involved in the suspected error, disputed transaction, query or complaint, as maybe relevant.
- 13.5. Notwithstanding Clause 13.4, you are not encouraged to disclose at any time and under any circumstances whatsoever your Login Information to any of our staff or representative or communicate such information via e-mail, SMS, telephone or any instantaneous messaging applications. You agree and acknowledge that should you proceed with such mode(s) of communication in relation to such information, you shall undertake all inherent risks associated with such mode of communication and shall not, at any time whatsoever, hold us responsible or liable for the security of such information or any loss suffered in relation thereto.
- 13.6. We shall endeavour to investigate the complaint, answer the query or inform you of the results of our investigation as soon as practicable or in any case within seven (7) Business Days of receipt of such report, query or complaint.
- 13.7. If we require more time to conduct our investigation, we shall extend the period stated in Clause 13.6 above to such reasonable period as it deems necessary in its sole and absolute discretion which shall as far as reasonably possible not exceed fourteen (14) Business Days from the date of receipt of such report, query or complaint.
- 13.8. You shall as far as possible co-operate and assist us in the conduct of our investigations,

including allowing us and our investigation team to access the Device(s) used for the error or disputed transaction.

- 13.9. Subject to the Terms, upon the completion of an investigation, we shall make reasonable endeavours to correct any error promptly and to make the necessary adjustments to your Digital Wallet Account, Card(s) and notify you of the adjustments made pursuant thereto, if required.
- 13.10. In any case, we shall inform you of the results of the investigation within fourteen (14) Business Days of the completion of the investigations in Clause 13.6 or 13.7, as the case may be.
- 13.11. For the avoidance of doubt, all telephone calls made by or to us shall be logged by us for quality control and training purposes.
- 13.12. Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome to the Senior Management of *Vice President, Digital Business, DST* in writing to the address as specified below:

[DST Headquarters,
Lebuhraya Tungku,
Bandar Seri Begawan BE3619
Negara Brunei Darussalam]

14. REFUND OR ADJUSTMENT

- 14.1. If it is proven or revealed upon completion of our investigations pursuant to Clause 13.6 or 13.7 (Dispute of Transaction(s)) that the disputed Transaction(s) was indeed made in error by our fault, we will refund the disputed sum directly to your Digital Wallet Account within fourteen (14) days from the date of completion of our investigation. We reserve our rights not to refund any disputed amount to you if we have reason(s) to believe that you have acted in contrary to these Terms.
- 14.2. Upon the completion of the full investigations, if it is discovered that you are not entitled to the refund, we may, in our sole and absolute discretion, either adjust your Digital Wallet Account and deduct the refunded sums from your Digital Wallet Account or claim such sums from you.
- 14.3. In the event any incorrect sum was deposited to or deducted from your Digital Wallet Account, we shall make the necessary adjustment or deduction from your Digital Wallet Account as required.

15. INTELLECTUAL PROPERTY

- 15.1. All Intellectual Property attaching to, contained or vested in the Digital Wallet including all content, data, information, details, materials, literature, manuals or graphics contained in the Digital Wallet shall be owned by Baiduri and/or DST respectively .
- 15.2. We strictly prohibit any use of any of our aforesaid rights in any manner whatsoever without our express prior written permission.
- 15.3. No part or parts of the Digital Wallet may be reproduced, copied, reverse engineered,

exploited, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

- 15.4. Nothing in the Digital Wallet and in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trade marks and/or digital content displayed on or through the Digital Wallet, without any prior written permission from us.

16. LIABILITY

- 16.1. We shall use all reasonable efforts to ensure the operation and provision of the Services herein and your addition and usage of the Card(s) in the Digital Wallet is provided “as is”, “where is” and “as available” and without warranties of any kind.
- 16.2. We make no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to the Digital Wallet, and specifically disclaim all such warranties including, without limitation to:
- 16.2.1.any implied warranty of merchantability of goods/services, fitness for a particular purpose and non-infringement;
 - 16.2.2.availability, accessibility, timeliness and uninterrupted use of the Services;
 - 16.2.3.accuracy, timeliness, security of any data or information provided to you as part of the Services; and
 - 16.2.4.immunity from any harmful components or errors in the course of usage of the Services and process of any Instruction(s) and/or Transaction(s) herein.
- 16.3. In no event shall we be liable to you for any lost profits, or indirect, incidental, consequential, special, exemplary or punitive damages, even if we have been advised of the possibility of such damages. This limitation will apply regardless of any event of liability, fraud, misrepresentation, breach of contract, negligence, personal injury, product liability, infringement or any other theories, regardless of whether or not we have been advised of the possibility of such damages.
- 16.4. You are solely responsible for any damage or loss if you authorise or consent to any third party (such as another user or Merchant) to use or handle your Card(s), Device, Digital Wallet Account or Digital Wallet(s).
- 16.5. We shall not be responsible or liable for any loss whatsoever and howsoever arising whether in tort, contract or indemnity, in relation to the provision of the Digital Wallet and the Service(s) herein and whether suffered by you or any other person with the exception of losses which are caused by the fraudulent or negligent conduct of our officers.
- 16.6. Notwithstanding anything to the contrary contained herein:
- 16.6.1.we shall not be liable in any way to you whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect economic or financial loss or damage (including loss of revenue or profits) howsoever caused or arising, including but not limited to any such loss caused or arising from any breach or failure by us to perform any of its

obligations under these Terms and Conditions;

- 16.6.2. we shall not be liable in any way to you for any loss, damage or liability incurred or sustained arising from one or more of the following instances, howsoever caused or incurring:
- 16.6.3. any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, Device(s), terminal, server or system whether or not owned, operated or maintained by you or any other person, including but not limited to the failure of any such equipment or system to accept, recognise or process your Login Information or Instruction(s);
- 16.6.4. any malfunction, breakdown, disruption and/or unavailability of the Digital Wallet and the Services herein or any portion thereof, howsoever arising;
- 16.6.5. the Digital Wallet and any of Services herein not being accessible, available or functioning;
- 16.6.6. any failure or delay caused by your internet browser or other software, computer virus or related problems;
- 16.6.7. corruption, destruction, alteration, loss of or error in your Instruction(s) or any data or information in the course of transmission through the Digital Wallet;
- 16.6.8. any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
- 16.6.9. any use of the Digital Wallet on a jail- broken or rooted devices;
- 16.6.10. any loss, theft or unauthorised use of your Login Information;
- 16.6.11. any remote interception as a result of a malicious program stored in any telecommunications, or Device(s) whether or not owned, operated or maintained by you;
- 16.6.12. any purported access to and use of the Digital Wallet and the Services herein, your Login Information as well as any other software or hardware provided by us to you, if any;
- 16.6.13. any malfunction or breakdown in the software or hardware provided by us to you, if any;
- 16.6.14. any unauthorised access and/or use of the Digital Wallet and the Services by any person, whether remotely performed or otherwise;
- 16.6.15. any prohibition, suspension, delay or restriction of your access to the Digital Wallet and the Services herein by the laws and regulations of any country from which you access the Digital Wallet;
- 16.6.16. any prohibition, suspension, delay or restriction of your access to the Digital Wallet and the Services caused by, relating to or in connection with your Network Service Provider;
- 16.6.17. any inaccuracy or incompleteness of information, data or Instruction(s) given by you in relation to setup and/or any transactions or the performance of any transactions or otherwise in relation to the provision of any of the Services;

- 16.6.18. your failure, neglect or omission to maintain sufficient funds in the relevant Card(s) and/or the Digital Wallet Account to perform any of your Instructions;
- 16.6.19. your inability to perform any Transaction(s) due to limits set by us from time to time;
- 16.6.20. your failure, neglect or omission to act in accordance with the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines currently in force;
- 16.6.21. any delay in the delivery or non-delivery or any documents or materials, whatsoever, under this Agreement;
- 16.6.22. any event, the occurrence of which is beyond our reasonable control, including but not limited to fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, disruption of electrical or power supply;
- 16.6.23. any delay and/or inability to notify us to disable your Digital Wallet Account on a lost or stolen or compromised Device(s);
- 16.6.24. any delay and/or inability to notify us to disable your lost or stolen or compromised Card on your Digital Wallet Account; or
- 16.6.25. any loss(es) which is caused by third parties.

17. INDEMNITY

- 17.1. You shall defend, indemnify, hold harmless and shall keep us fully indemnified, from any loss, damage, demands, actions, proceedings, liability or expense, including legal costs, arising from any claims including but not limited to libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever suffered, or incurred directly or indirectly by us arising from the breach or non-observance of these Terms, Other Terms and/or any applicable terms and conditions of any new services which we may provide from time to time, the use of the Digital Wallet Account, Services, our websites, content transmitted, received or stored via the Services or part thereof and for all other claims arising out of any act or omission by you or by any unauthorised use or exploitation of the Services or part thereof, including but not limited to third party claims.
- 17.2. You shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgments awarded against us arising from the above claims, and shall provide us with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

18. VARIATION AND NOTICES

- 18.1. We hereby reserve the right at our absolute discretion from time to time, to change, modify, delete, amend, add or vary these Terms stated herein from time to time, by giving at least fourteen (14) days' notice of any such additional or amended terms and conditions.

- 18.2. Unless otherwise specified herein to the contrary, all notices and communications to you in relation to the Digital Wallet may be given in one of the following manners:
- 18.2.1. by e-mail, SMS, notification or other forms of instantaneous communication to your last known contact number and/or email address submitted for purposes of registration of your Digital Wallet Account;
 - 18.2.2. by display at our premises, including those of its branches;
 - 18.2.3. by display on social media account(s) or website(s) or any of our other online platform; or
 - 18.2.4. by any other manner as we deem fit.
- 18.3. All notices and communications to you, shall, unless otherwise specified herein or in the said notice or communication, be deemed to have been received and effective, upon dispatch and/or display in the manners prescribed in Clause 18.2.
- 18.4. Your continued use of the Services after the effective date of any variation, addition, deletion or amendments to these Terms or where no effective date is specified, after a period of seven (7) days upon your deemed receipt of such notice, in accordance with Clause 18.2, shall constitute your unconditional acceptance of such variation, addition, deletion or amendments.
- 18.5. You agree and acknowledge that where the changes or amendments made are necessitated by an immediate need to restore or maintain the security of a Transaction(s), your Digital Wallet Account and Card(s), we may proceed with making such changes and amendments without notice to you.

19. DISCLOSURE OF PERSONAL INFORMATION

- 19.1. You hereby expressly authorise and permit us to collect, use, store, divulge and/or otherwise disclose your Personal Information, any and all particulars and information relating to yourself or your Digital Wallet, Card(s), bank account(s) or any Transaction(s), Instruction(s), any communications and/or dealings, whether provided during registration or after, via the Digital Wallet and the Services for purposes incidental or in relation to the performance of the Digital Wallet, including but not limited to the following purpose(s):-
- 19.1.1. performing the obligations stated in this Agreement;
 - 19.1.2. progressing your application to register a Digital Wallet Account and providing you with the Services via the Digital Wallet, and other Services as may be offered to you from time to time by other third party provider(s) or Merchant(s) through the Digital Wallet;
 - 19.1.3. processing your request(s) for refund(s);
 - 19.1.4. validating and/or processing any Transaction(s) or Instruction(s) pursuant to the Terms and Conditions herein;
 - 19.1.5. fulfilling and conducting internal administrative purposes and/or assigning work to another individual, company or organisation to provide necessary support to the Services provided herein, in areas including, but not limited to

information technology (IT), communications, collection or any other tasks, transferring rights and/or duties, legal compliance, risk management, audit, internal management, complaint handling, and/or for other purposes deemed necessary for the effective operation and provision of Services via the Digital Wallet;

- 19.1.6. sending you marketing, advertising and promotional information about other good(s) and Services offered by us and our affiliates, related corporations and other third party provider(s)/agent(s), which we believe may be of interest or benefit to you.
 - 19.1.7. verifying the existence and condition of your Digital Wallet Account, Card(s), or bank account(s) for a third party such as a credit bureau or merchant;
 - 19.1.8. responding to questions, comments, or feedback from you;
 - 19.1.9. complying with laws, regulations, government agencies and authorities in Brunei Darussalam and elsewhere including, but not limited to court orders and requests;
 - 19.1.10. detecting, preventing and reporting any criminal, fraudulent, unauthorised or suspicious activity(ies) conducted via the Digital Wallet;
 - 19.1.11. investigating any claim or dispute arising out of or in connection with your use of the Digital Wallet; and
 - 19.1.12. monitoring and recording for business purposes including but not limited to quality control, training, effective system operation, prevention and detection of any criminal, fraudulent, unauthorised or suspicious activities.
- 19.2. Your acceptance of these Terms herein shall be deemed as irrevocable consent to the processing of your Personal Information, Transaction(s), Instruction(s), any communications and/or dealings on the Digital Wallet in accordance to the Terms herein. Your consent shall survive the termination or suspension of the Digital Wallet and the Services herein.
 - 19.3. You shall agree to allow the disclosure of such information to our affiliated companies or strategic partners, external service providers, agents, subcontractors, co-branding partners, data processors, auditors, accountants, solicitors, advisors, external inspectors, credit information companies, credit rating companies, prospective assignees, assignees, competent authorities, and/or and agencies/organizations/juristic persons having entered into a contract with us Provided That such persons shall be informed of the confidential nature of such information disclosed and it is procured that such persons shall keep such information confidential.
 - 19.4. You shall agree to authorise us to procure any information from any person, organization, authority, company, corporate or unincorporated body or any other entity as we may in good faith deem fit in connection with your Digital Wallet Account, Card(s) or the Services herein and authorises the disclosure by such person of any information required by us.
 - 19.5. In submitting to us any Instruction(s) or in continuing with the Digital Wallet Account or the use of the Services herein, you shall be deemed to have conferred upon us in such Instructions or by such conduct as the case maybe, your due authorisation and permission for such disclosure in accordance with the terms hereof.

- 19.6. Though we shall endeavour to ensure the security of your information which is transmitted through the Digital Wallet and the Services herein, you agree and acknowledge that we do not make any warranties in respect of the same and you hereby accept the risk associated with the use of the Internet medium including but not limited to the risk that all information transmitted through the Digital Wallet may be accessed by unauthorised third parties and accordingly, you shall not hold us responsible or liable for any such unauthorised access, theft of information or any losses resulting therefrom.

20. TRANSACTION RECORDS

- 20.1. All Transaction Records authenticated through your Digital Wallet Account shall be binding and conclusive evidence of your Transaction(s). Any Instruction(s), action(s), information, and/or confirmation sent from your Device(s) via your Digital Wallet Account shall be deemed to have been issued by you notwithstanding that such Instruction(s), action(s), information, and/or confirmation may have been issued by a third party, whether authorised or otherwise. We shall deem that the Services has been accessed legitimately and the Transaction(s) conducted shall be valid and binding upon you. We shall not entertain any request to reverse any authorised and authenticated Transaction(s).
- 20.2. For clarity, the description of goods and/or services on any of your Transaction Records may be general to the extent consistent with the format provided by us.
- 20.3. You may view your Transaction Records up to the previous thirty (30) days via your Digital Wallet Account. You are advised to regularly log in to your Digital Wallet Account to review your Transaction Records and to ensure that there have not been any unauthorised/fraudulent/suspicious Transaction(s). You shall check and verify all Transactions including, without limitation, the amount, description of the goods and/or services purchased, Merchant's information, and recipient information.
- 20.4. Subject always to requirements stated in Clause 19 (inclusive of any amendments and variations thereof to be made from time to time), you agree and acknowledge that we shall be entitled to store, process, audit, review, transmit, analyse, share and disclose all Transaction Records authorised and authenticated by you through your Digital Wallet Account, in such manner deemed appropriate by us.

21. INTERNATIONAL USE

- 21.1. You agree and acknowledge that your access and use of the Digital Wallet outside of Brunei Darussalam may be subject to the following requirements:
- 21.1.1.rules, regulations, guidelines, notices and directives approved or issued by Autoriti Monetari Brunei Darussalam (“**AMBD**”) or any other regulatory authorities in Brunei Darussalam, prescribed, issued or amended from time to time in relation to your access and use of the Digital Wallet;
- 21.1.2.other exchange control legislations, subsidiary rules, regulations, guidelines, notices and directives of the country where the Transaction(s) is effected or requested;
- 21.1.3.other relevant laws and regulations of Brunei Darussalam and the country where

- the Transaction(s) is effected or requested; and
- 21.1.4.the applicable foreign exchange rate(s) prescribed by Baiduri at the time of the Transaction(s);
- 21.1.5.other applicable fees, rates or surcharges prescribed by Baiduri at the time of the Transaction(s);
- 21.1.6.your Card(s)'s terms and conditions in relation to international use.
- 21.2. Further, you agree and acknowledge that the amount of any Transaction(s) that you have authorised through the Digital Wallet shall be subject to limits, if any, prescribed by the relevant legislations, subsidiary legislations, rules, regulations, guidelines, notices and directives of the country (as may be enacted, prescribed, issued or amended from time to time) in which the transaction is effected or requested.

22. FEES AND CHARGES

The provision of the Services to you via the Digital Wallet, subject to your successful registration of your Digital Wallet Account shall be free of charge, unless expressly stated otherwise in these Terms. We shall not be liable for any fees or charges imposed by any Merchant or third party for the usage of the Services herein.

23. APPLICABLE LAWS AND JURISDICTION

- 23.1. This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.
- 23.2. You hereby agree that all claims and disputes relating to or arising from the Terms, including any question regarding the existence, validity or termination of the Terms shall be referred to the exclusive jurisdiction of the Courts of Brunei Darussalam.

24. FORCE MAJEURE

- 24.1. Without limiting the generality of any provision in these Terms, we shall not be liable for any failure to perform our obligations herein caused by an act of God, insurrection or civil disorder, military operations or act of terrorism, all emergency, acts or omission of the Government of Brunei Darussalam, or any competent authority, labour trouble or industrial disputes of any kind, fire, lightning, subsidence, explosion, floods, acts or omission of persons or bodies for whom we have no control over or any cause outside our reasonable control.
- 24.2. The Services may occasionally be affected by interference caused by objects beyond our control such as buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in the operation system of the Digital Wallet. In the event of such interference, we shall not be responsible for any inability to use or access the Digital Wallet and the Services herein, interruption or disruption of the Services and any of the resulting losses you may incur therefrom.

25. SEVERABILITY

Any part of the Terms herein that is invalid, unenforceable or illegal shall be enforced as near as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

26. WAIVER

Any failure on our part to exercise any particular right or provision of these Terms shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

27. ASSIGNMENT

- 27.1. You shall not assign, transfer or encumber any or all of your rights or obligations under this Agreement.
- 27.2. We may assign these Terms in whole or in part to any third party at our discretion.

28. ACCEPTANCE OF TERMS

- 28.1. You and any other person that you allow to access your Digital Wallet Account agrees to be bound by these Terms, Other Terms, and such other applicable terms and conditions which may be introduced from time to time in your access and use of the Digital Wallet.
- 28.2. You acknowledge that by your addition of any of your Card(s) to the Digital Wallet, you shall be deemed to have read, understood and agreed to be bound by these Terms and you further acknowledge and accept all inherent risks associated in adding your Card(s) and using the Services.
- 28.3. You are solely responsible for ensuring that your use of the Digital Wallet complies with the terms and conditions that govern the Card(s) that you store in and use in your Digital Wallet Account. You also are responsible for all charges and/or debits to your Card(s) that result from any Transaction(s) made using the Digital Wallet and any fees that the issuers of your Card(s) may charge in connection with such Transaction(s).