

TERMS AND CONDITIONS ON THE USAGE OF THE SHOP (“TERMS”)

1. ABOUT THIS AGREEMENT

- 1.1 This Agreement sets out the terms and conditions governing your access and usage of the Shop (as herein defined) via your Device(s).
- 1.2 You acknowledge that you have read and fully understood these Terms and you registering for and/or utilising the Shop 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 DST customer and/or e-wallet user;
 - 1.3.2 the Privacy Policy Specific Terms;
 - 1.3.3 the Platform Specific Terms; and
 - 1.3.4 the applicable terms and conditions of any other document or agreement governing your relationship with us.

Clause 1.3.1 to 1.3.4 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 Shop, 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 access, use and do not proceed with the Shop.
- 1.6 DST may amend these Terms at any time. Such amendments shall be effective once updated on the Platform or via MyDST. It is your responsibility to review the Terms regularly. Your continued use of the Shop shall constitute your agreement to be bound by such amendment.

2. DEFINITIONS

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

“Available Balance”	means the amount of money which is standing in credit in your e-Wallet;
“BDCB”	means the Brunei Darussalam Central Bank;
“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;
“DST”	means Datastream Digital 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 MyDST;
“DSTCare Helpline”	means DST’s call centre at 151;
“Shop”	means the digital mobile wallet application that is available in MyDST;
“Shop Account”	means an electronic account entitling you to utilise the Services;
“DST”	means Datastream Digital Sdn Bhd;
“Goods”	means tangible products or items that are available for purchase by Users that the Merchant allows Users to purchase on the Shop via

	<p>MyDST. These goods may encompass a wide range of physical merchandise, including but not limited to:</p> <ul style="list-style-type: none"> (i) Consumer products: Everyday items such as electronics, clothing, groceries, furniture, and appliances that Users can order for personal use; (ii) Industrial supplies: Goods used by businesses and organizations for manufacturing, maintenance, or operational purposes, such as raw materials, machinery, and office supplies; (iii) Food and beverages: Edible products like restaurant meals, groceries, beverages, and snacks that Users can order for consumption; (iv) Specialty Items: Unique or niche products that cater to specific User interests or needs, such as collectibles, artisanal goods, or customised items. (v) Digital goods: Non-physical products like software, e-books, music, and digital downloads that Users can purchase and access online. (vi) Services: In some cases, services may also be categorised as "goods" within an ordering application if they are pre-packaged and sold as fixed offerings, such as cleaning services, repair services, or subscription-based access to online content.
"Instruction(s)"	means any request(s), application(s), authorisation(s), order(s) or instruction(s) in whatever form given or transmitted through the Shop 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 process to validate your identity (whether in person or electronically) by verifying your personal details in line with the applicable regulatory requirements, 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, vendor, biller or establishment offering goods and/or services to DST customers for the purchase of their goods and/or services;
"Mobile Line"	means an active prepaid or postpaid mobile/cellular service provided by DST;
"MyDST"	means the mobile application or platform available on the Device(s), equipped with features that enhances your all-in-one access to DST products and/or services;
"Network Service Provider"	means the company 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 other general actions on the Shop requiring such security feature. It is a code sent to the mobile number registered with your Shop or Shop Account that needs to be entered to verify your ownership or access to the Shop/Shop Account or to authorise the Services;
“Order”	means when a User places an order for Goods from our Merchants;
“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 Shop 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 Shop, collected for the provision of the Service(s) via MyDST, any permitted platform or method specified by DST, either directly or indirectly, including but without limitation to, your name, gender, identity card number, date of birth, nationality, gender, race, email address, residential address, shipping address, billing address, mobile number, debit card details, bank account details and any other information which you have consented for us to use in whatever ways deemed fit by us, store, share or process in accordance to the Terms herein;
“Platform”	means the electronic medium including but not limited to its website, portal or software, applications such as MyDST which DST owns, operates or otherwise makes available its services for the purposes of or in connection with the Service(s);
“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);
“QR Code Services”	means a dynamic or static QR code payment service platform offered by DST through the Shop with a generated merchant QR code or a merchant terminal application installed on an electronic device/tablet for the purpose of making payments;
“Service(s)”	means the provision of the Shop by DST to a User enabling them to make an Order via MyDST;
“Terms”	mean the terms and conditions stated in this Agreement which shall govern the use of the Shop including any amendments and/or variations made from time to time;
“Top-Up”	means the transfer and crediting of funds into your Shop 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 Shop Account;
“Transaction(s)”	means the transactions listed in Clause 4.1 (Shop Services);
“Transaction Limit”	means the transaction limit in accordance with Clause 6.3 (Top-Up and Transaction Limit);

“Transaction Records”	means any records with respect to each transaction carried out via the Shop, 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;
“User”	means the end-user, persons who accesses or uses the Shop to search and Order for Goods are made available to the User(s) on MyDST;
“we”, “us”, “our(s)”	means DST, including its successors and assignees as the provider of the Shop;
“you”, “your”, “yourself”	means the registered Shop Account holder and/or any potential users of the Shop.

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. USE OF SERVICE

3.1 You are eligible to use the Shop, 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 have a Mobile Line with DST.

3.2 If you are the parent/guardian of a 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 or damage suffered by you or your child arising from or in connection with the use of the Shop by your child.

3.3 As a User, you are responsible for all activities that occur with respect to the use of the Shop.

3.4 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.

3.5 You are required to provide accurate, complete and up to date information required for purposes of ensuring that orders placed via the Shop reach you or your desired destination.

3.6 You should also inform us immediately of any changes in any particulars of your Personal Information immediately. We are not responsible for any losses that occur as a result of you providing or confirming inaccurate information.

3.7 You are required to update and/or change your Personal Information in the Shop or by contacting the DSTCare Helpline, which shall be approved at our discretion at all times.

3.8 We may request for additional information or documentation at any time and you agree that you shall provide such additional information or documentation promptly upon request, failing which we shall

reserve our right to reject, suspend or terminate your Order via the Shop.

4. SERVICES

- 4.1 The Shop may be used to place an Order to purchase any Goods and/or services offered by Merchants on the Shop via MyDST.
- 4.2 You must ensure that there are sufficient funds in your Shop 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 the funds in your Shop Account 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) applicable limit(s) imposed by us as provided for in Clause 6 (Top-Up and Transaction Limits).

5. LOGIN INFORMATION AND PERSONAL INFORMATION

- 5.1 You are advised to take all necessary precautions to safeguard your Login Information and Personal Information and to keep it confidential at all times.
- 5.2 You will, at all times, be responsible for all Transactions and/or Instruction(s) transmitted on the Shop 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 willful misconduct.
- 5.3 All Transaction(s) performed by you or Instruction(s) transmitted to and/or received by DST through your Login Information is be deemed as genuine Transaction(s) and/or Instruction(s) made by you. For the avoidance of doubt, 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.
- 5.4 Any Instruction(s) transmitted to and/or received by us from you 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.
- 5.5 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.

6. ORDERING

- 6.1 The contract for the supply and delivery of Goods from the Merchant via the Shop is between you and the Merchant; the supply of Goods from the Shop is between you and DST.

- 6.2 You agree to provide us with all the necessary information, relating yourself and the details of your Order, when placing an Order on the Shop. You must ensure that all information is accurate and updated including the delivery address.
- 6.3 All Goods ordered via the Shop are intended for your use only and a resale of any of such Goods or acting as an agent for a third party is forbidden under this agreement unless otherwise specified.
- 6.4 When you place an order with DST, DST will confirm your Order by sending you a confirmation SMS containing the Order receipt. Where applicable, Orders will include delivery fees.
- 6.5 Some Orders may require a minimum order value before an Order can be placed and delivered to you. Where an applicable Order fails to meet the minimum order value, you will be required to add more Goods to your Order.
- 6.6 DST and the Merchant (as the case may be) reasonably endeavour to comply with your special instructions for an Order. However in some cases where this is not feasible, possible or commercially reasonable, DST and/or the Merchant reserves the right to proceed to prepare the Order in accordance with standard operating procedures. Neither DST nor the Merchant shall be responsible to replace or refund on Order which does not conform to special instructions provided by you.
- 6.7 Merchants are responsible for the preparation, condition and quality of Goods. In cases of Merchant Delivery, Merchants are responsible for delivery of the Goods and/or Orders. DST shall not be liable for any loss or damage arising from your contractual relationship with the Merchant.
- 6.8 Please note that your Order may be subject to additional terms and conditions provided by the Merchant.
- 6.9 Prior to placing an Order:
- 6.9.1 You are required to provide the delivery address in Order for the Shop to display the Merchants available in your delivery area.
- 6.9.2 Once you select a Merchant, you will be taken to that Merchant's menu page for you to select and add your Goods to the cart.
- 6.10 Placing the Order:
- 6.10.1 To complete an Order, please follow the onscreen instructions. You may be required to provide additional details for us to complete your Order. You are required to review and confirm that all the information you provide, including the amounts, delivery details, personal details, payment information, and voucher codes (if applicable) is true, accurate and complete before you confirm your Order. An Order is successfully placed when you receive confirmation including by SMS containing your Order receipt from us. Where applicable, Orders will include delivery fees.
- 6.11 Any Order you have placed on the Shop is subject to availability, acceptance by the Merchant and the delivery capacity of the Merchant. Once an Order is placed on the Shop, you will receive confirmation including via SMS that we have received your Order. The confirmation will be produced automatically and will just give you confirmation of your Order details so that you can check that all details are correct. This automatic confirmation does not necessarily mean that either we or the Merchant will be able to fill your Order until the Merchant has accepted your Order.
- 6.12 Subject to availability of the Goods and delivery, a Merchant will either accept or reject your Order and you will receive further confirmation via MyDST and/or SMS.
- 6.13 A confirmation message will specify delivery details which may include the approximate delivery time

specified by the Merchant and confirm the price of the Goods and delivery.

- 6.14 In the event any of the Goods are unavailable or there is an unavailability of despatch drivers to deliver your Order, you will also be informed accordingly either through MyDST, the Merchant or DSTCare Helpline.

7. PRICES AND PAYMENT

- 7.1 The contract for the supply and delivery of Goods from the Merchant via the Shop is between you and the Merchant; the supply of Goods from the Shop is between you and DST. You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of ordering. You also warrant that the credit or debit card details that you provide are for your own credit or debit card and that you have sufficient funds to make the payment.
- 7.2 All prices listed on the Shop are correct at the time of publication and ordering; however, we reserve the right to alter these in the future. We also reserve the right to alter the Goods available for sale on the Shop and to remove any listings of Goods.
- 7.3 All prices listed on the Shop provided by the Merchant reflects the price the Merchant charges at the time of listing. In the event the prices are not updated and the Merchant informs us immediately after placing an Order, either DST or the Merchant may contact you of any price changes and you may choose to cancel your Order.
- 7.4 The total price for the Goods ordered, including delivery charges and other charges, will be displayed in the Shop when you place your Order. Full payment must be made for all Goods provided. Payment shall be either via credit or debit card or e-Wallet.
- 7.5 For any payment made with debit or credit cards, your bank may also conduct security checks to confirm it is you placing the Order.

8. CANCELLATION

- 8.1 Please contact the Merchant immediately by quoting your Order number provided in the Shop if you wish to cancel your Order after it has been placed. You have the right to cancel your Order provided a Merchant has not yet accepted your Order. If the Merchant accepts your cancellation, no cancellation fees will apply.
- 8.2 If the Merchant refuses or rejects your cancellation due to either of the following eg. the Order has been accepted, food has been prepared, has been accepted by a delivery driver, is ready to be despatched to you and/or has been picked up for delivery.
- 8.3 The Order will not be cancelled and DST and/or the Merchant will not be liable to refund any Order which has been accepted, prepared and/or despatched.
- 8.4 DST may cancel a contract if the Goods are not available for any reason provided by the Merchant. We will notify you if this is the case and refund any payment that you have made.
- 8.5 If the cancellation was made in time and once the Merchant has accepted your cancellation, we will refund or re-credit your e-Wallet and/or bank account (where available) with the amount requested within fourteen (14) days, which may include any other applicable charges which you paid.

8.6 In the unlikely event that the Merchant delivers a wrong item, you have the right to reject the delivery of the wrong item and you shall be fully refunded. If the Merchant can only do a partial delivery (due to the unavailability of a few items), the Merchant's staff should inform you or propose a replacement for missing items. You have the right to refuse a partial Order before delivery and obtain a refund. DST is not responsible for any wrong or partial delivery. The issue has to be settled directly with the Merchant.

9. DELIVERY AND SELF-PICK UP

9.1 Delivery periods at the time of ordering should be taken into account as approximate only and thus they might vary. Goods will be sent to the delivery address you stated and confirmed when placing the Order.

9.2 Our Merchant will deliver the Order to you ("Merchant Delivery"). While we will use reasonable efforts to provide prior notice to you on Merchant Delivery, this may not always be possible. Where Merchant Delivery applies, we may ask you to contact the Merchant directly in the event of issues or delays in your delivery. DST is not be responsible in any way for Orders or Goods that are delivered by Merchants.

9.3 In case of a late delivery, the delivery charges will neither be voided nor refunded by DST in the event of late delivery.

9.4 All risk in the Goods and the Food Delivery shall pass to you upon delivery.

9.5 If you fail to accept delivery of any Goods at the time they are ready for delivery, or we are unable to deliver at the nominated time due to your failure to provide appropriate instructions, or authorisations, then such Goods shall be deemed to have been delivered to you and all risk and responsibility in relation to such goods shall pass to you. Any storage, insurance and other costs which we incur as a result of the inability to deliver shall be your responsibility and you shall indemnify us in full for such cost.

9.6 You must ensure that at the time of delivery of Goods, adequate arrangements, including access where necessary, are in place for the safe delivery of such goods. DST is not held liable for any damage, cost or expense incurred to such goods or premises where this arises as a result of a failure to provide adequate access or arrangements for delivery.

9.7 Participating Merchants preparing your Order or Goods, shall:

9.7.1 deliver the Goods to you at the stated address of delivery as requested by you in your Order;

9.7.2 deliver within the time confirmed by the Merchant;

9.7.3 inform you of any expected delivery delays or if they are unable to meet the estimated delivery time.

9.8 DST will not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery;

9.9 Please note that it might not be possible for Merchants to deliver to certain locations. If this is the case, the Merchants will inform you using the contact details that you provided to us when you made your Order and arrange for cancellation of the Order or delivery to an alternative delivery address.

- 9.10 Where available, you will have the option of collecting your Order in-person directly from the Merchant's premises ("Pick-Up") instead of having the Order delivered to You. Your Confirmation shall indicate the time for you to Pick-Up the Order ("Collection Time"). The Merchant will prepare the Order by the Collection Time. In some cases, a reasonable delay may be expected.
- 9.11 In the event of unreasonable delays in Pick-Up attributable to you, you bear the risk of any damage or loss of Goods or any deterioration in quality or change in condition of the Goods (e.g. changes in the temperature fit for consumption). In this case, you shall not be entitled to a replacement, refund or replacement of the Goods. You are solely responsible for inspecting the Goods when you Pick-Up your Order and shall report any issues and/or defects to the Merchant before leaving the Merchant's premises

10. YOUR RESPONSIBILITIES AND UNDERTAKINGS

10.1 You undertake and agree:

- 10.1.1** 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 Shop, at your own risk and expense;
- 10.1.2 to be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to the Shop 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;.
- 10.1.3 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 Shop;
- 10.1.4 that we shall not be held liable for your inability to access or use the Shop or any part thereof, the rejection of your access to the Services, or the incorrect processing of your access to the Services;
- 10.1.5 to observe all security measures in relation to your Shop Account and the access to and use of the Shop as specified in accordance to the Terms and other rules and regulations, policies or guidelines as may be implemented from time to time;
- 10.1.6 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 Shop;
- 10.1.7 to keep yourself informed and updated of the relevant and applicable policies, practices and other terms applicable to the Shop, Shop Account, bank account(s), the Services herein as provided to you;
- 10.1.8 to observe all reasonable measures to notify us immediately of any lost or stolen Device(s) that have been set up for the Shop in order to disable your Shop Account;
- 10.1.9 to be and remain liable to DST us for any goods or services supplied by the Merchants by the use of the Shop before we or your respective Bank(s) receives your written or verbal notification of the loss and/or theft of your Device(s);.
- 10.1.10** that your use of the Shop 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 Shop, 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;

10.1.11 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

10.1.12 to monitor all transactions and activities in connection with your Shop Account. We assume that you will do so without any reminders or notifications from us.

10.2 You will not:

10.2.1 use the Shop 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;

10.2.2 interfere with the access to and use of the Shop and the Services herein by other Shop users and you shall not use the Shop for any purpose other than conducting authorised transactions pertaining to your Shop Account;

10.2.3 hack into, attempt to hack, or gain unauthorised access, whether directly or indirectly, into other Shop users' account(s) and/or the Services, for any purpose whatsoever; and

10.2.4 initiate any claims, actions, proceedings, or suits against us, for any unauthorised use of the Shop and the Services herein whether as a result of your Login Information being compromised or otherwise.

11. TERMINATION AND SUSPENSION

11.1 Notwithstanding anything in these Terms, we may change the procedures or mode of operation of the Services and the Shop without giving any reason or notice to you at any time.

11.2 We shall be entitled to immediately suspend or terminate your use of the Shop and/or Services herein (or any part thereof, including any benefits under the Services) and your access to the Shop 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):

11.2.1 if in our opinion, there is dishonesty, suspected fraud, illegality, criminality or misrepresentation in the use of your Shop Account or your use of the Services;

11.2.2 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 our interest;

11.2.3 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;

11.2.4 if you are facing bankruptcy proceedings or is adjudged bankrupt;

- 11.2.5 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 Shop;
 - 11.2.6 if you have submitted false documents or have declared false information during your application for the Shop;
 - 11.2.7 if you have acted in bad faith or with malicious intent;
 - 11.2.8 if your name is listed under any regulatory watchlist (including but not limited to listing related to money laundering, terrorism and terrorism financing under BDCB or any other regulatory authority in Brunei Darussalam); and/or
 - 11.2.9 if you fail to provide any additional information which we may reasonably request from you from time to time.
- 11.3 You may, at any time, apply to terminate your use of the Shop and/or Services via MyDST. DST will notify you once your application to terminate the Services is accepted.
- 11.4 If you have any Available Balance in the Shop 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 seven (7) to fourteen (14) Business Days. If you do not have any Available Balance in the Shop 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.
- 11.5 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.
- 11.6 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.

12. CONSEQUENCES OF TERMINATION / SUSPENSION

- 12.1** Upon termination of the Service pursuant to Clause 11, we may notify you of such termination in the manner prescribed herein whereupon, you must ensure that you provide the correct bank account details and any other information as may be required to enable to refund the Available Balance to your bank account within seven (7) Business Days receipt of the correct bank account details and any other information as may be required by the Shop Provider.
- 12.2** We shall not be liable for any losses or damages suffered by you due to any incorrect banking information provided by you.
- 12.3** In the event your Shop Account has been suspended and you request for reactivation of the same, DST may at its absolute discretion reactivate the Shop Account.

13. COMPATIBILITY

- 13.1** Different models or version, browsers and devices may have firmware or settings that are not compatible with the Platform or part(s) thereof. While DST continuously develops the Platform in order to, as far as possible, support all commonly used devices and models in markets and all browsers where the Platform is likely to be accessed from, we do not warrant compatibility of the Platform with specific mobile devices or other hardware.

14. PAYMENT TERMS

- 14.1** You are required to make full payment of the Order made for all Goods ordered in the Shop by the automated payment options available to you on the Shop and selected at the time of ordering. Any payment pursuant to such selection is non-refundable and irrevocable.
- 14.2** Payment of the Order may also be made by utilising the Available Balance of your e-Wallet, when available.
- 14.3** For payments made via credit or debit card, you hereby warrant that you are the legal and registered holder of the card and that you have sufficient funds standing in your account in order to complete a payment made by the Shop.

15. DISPUTE OF TRANSACTION(S)

- 15.1** If you discover any error or discrepancy in your Shop Account, you may raise a dispute via MyDST or contact 151 (hereinafter the "DSTCare Helpline") within seven (7) days from the date of the disputed Transaction, failing which, you are deemed to have accepted the accuracy of your Transaction(s).
- 15.2** 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.
- 15.3** Notwithstanding Clause 15.2, 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.
- 15.4** We 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.
- 15.5** If we require more time to conduct our investigation, we shall extend the period stated in Clause 11.4 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.

- 15.6** 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.
- 15.7** 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 Shop Account and notify you of the adjustments made pursuant thereto, if required.
- 15.8** In any case, the Merchant shall inform you of the results of the investigation within fourteen (14) Business Days of the completion of the investigations in Clause 15.4 or 15.5, as the case may be.
- 15.9** For the avoidance of doubt, all telephone calls made by or to us shall be logged for quality control and training purposes.
- 15.10** Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome by contacting us via the DSTCare Helpline.

16. REFUND OR ADJUSTMENT

- 16.1** If it is proven or revealed that in the course of upon completion of our investigations pursuant to Clause 15.4 or 15.6 (Dispute of Transaction(s)) that the disputed Transaction(s) was indeed made in error by the our fault of us, we will refund the disputed sum directly to your e-Wallet upon completion of the investigations which will not exceed thirty (30) days from your complaint 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 and Conditions.
- 16.2** 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 e-Wallet, deduct the refunded sums from your e-Wallet or claim such sums from you.
- 16.3** In the event any incorrect sum was deposited to or deducted to/from your account or e-Wallet, we shall make the necessary adjustment or deduction from your account or e-Wallet as required.

17. INTELLECTUAL PROPERTY

- 17.1** All Intellectual Property attaching to, contained or vested in the Shop including all content, data, information, details, materials, literature, manuals or graphics contained in the Shop is owned by DST respectively, unless otherwise expressly indicated in this Agreement.
- 17.2** We strictly prohibit any use of any of our aforesaid rights in any manner whatsoever without our express prior written permission.
- 17.3** No part or parts of the Shop 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.
- 17.4** Nothing in the Shop and in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the trademarks and/or digital content displayed on or through the Shop, without any prior written permission from us.

18. LIABILITY

- 18.1** We shall use all reasonable efforts to ensure the operation and provision of the Services herein and your usage of the Shop is provided on an “as is”, “where is” and “as available” and without warranties of any kind.
- 18.2** We make no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to the Shop, and specifically disclaim all such warranties including, without limitation to:
- 18.2.1** any implied warranty of merchantability of goods/services, fitness for a particular purpose and non-infringement;
 - 18.2.2** availability, accessibility, timeliness and uninterrupted use of the Services;
 - 18.2.3** accuracy, timeliness, security of any data or information provided to you as part of the Services; and
 - 18.2.4** 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.
- 18.3** In no event shall we be liable to you for any lost profits, lost data or business interruption, direct or indirect, incidental, consequential, special, exemplary or punitive damages whatsoever, whether or not 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 advised of the possibility of such damages.
- 18.4** You are solely responsible for any damage or loss if you authorise or consent to any third party (such as another user) to use or handle your Device, e-Wallet Account, e-Wallet or MyDST.
- 18.5** 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 or use of the Shop 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.
- 18.6** Notwithstanding anything to the contrary contained herein 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 incurred:
- 18.6.1** 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;
 - 18.6.2** 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);
 - 18.6.3** any malfunction, breakdown, disruption and/or unavailability of the Shop and the Services herein or any portion thereof, howsoever arising beyond DST’s control;
 - 18.6.4** the Shop and any of the Services herein not being accessible, available or functioning due to technical error beyond DST’s control;

- 18.6.5 any failure or delay caused by your internet connection, internet browser or other software, computer virus or related problems;
- 18.6.6 corruption, destruction, alteration, loss of or error in your Instruction(s) or any data or information in the course of transmission through the Shop;
- 18.6.7 any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
- 18.6.8 any use of the Shop on a jail- broken or rooted devices;
- 18.6.9 any loss, theft or unauthorised use of your Login Information;
- 18.6.10 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;
- 18.6.11 any purported access to and use of the Shop and the Services herein, your Login Information as well as any other software or hardware provided by us to you, if any;
- 18.6.12 any malfunction or breakdown in the software provided by us to you, if any;
- 18.6.13 any unauthorised access and/or use of the Shop and the Services by any person, whether remotely performed or otherwise;
- 18.6.14 any prohibition, suspension, delay or restriction of your access to the Shop and the Services herein by the laws and regulations of any country from which you access the Shop;
- 18.6.15 any prohibition, suspension, delay or restriction of your access to the Shop and the Services caused by, relating to or in connection with your Network Service Provider;
- 18.6.16 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;
- 18.6.17 your failure, neglect or omission to maintain sufficient funds in the Shop Account to perform any of your Instructions;
- 18.6.18 your inability to perform any Transaction(s) due to limits whatsoever set by us from time to time;
- 18.6.19 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;
- 18.6.20 any delay in the delivery or non-delivery or any documents, materials and/or Goods whatsoever, under this Agreement;
- 18.6.21 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;
- 18.6.22 any delay and/or inability to notify us to disable your Shop Account on a lost or stolen or compromised Device(s); or
- 18.6.23 any loss(es) which is caused by third parties.

19. INDEMNITY

- 19.1** You shall defend, indemnify, hold harmless and 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 Shop Account, Shop Account and 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.
- 19.2** You hereby agree to fully indemnify and hold us harmless from and against any claim brought by a third party resulting from your use of the Shop Account, Service(s) and our website and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered, or incurred directly or indirectly by us in consequence of such use of the Shop Account, Service and our website, and/or your breach or non-observance of any of these Terms and/or any applicable terms and conditions of any new services which we may provide from time to time.
- 19.3** 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.

20. AMENDMENT OF TERMS AND CONDITIONS AND NOTICES

- 20.1** 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 of any such additional or amended terms and conditions.
- 20.2** The amended Terms shall be effective immediately upon posting and you agree to the new Terms by continued use of the Shop and DST's Platforms. It is your responsibility to check the Terms regularly. If you do not agree with the amended Terms, whether in whole or in part, you must stop using the Platforms immediately.
- 20.3** 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) and your Shop Account we may proceed with making such changes and amendments without notice to you.

21. DISCLOSURE OF PERSONAL INFORMATION

- 21.1** 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 Shop, bank account(s) or any Transaction(s), Instruction(s), any communications and/or dealings, whether provided during registration or after, via the Shop and the Services for purposes incidental or in relation to the performance of the Shop, including but not limited to the following purpose(s):-

21.1.1 performing the obligations stated in this Agreement;

- 21.1.2 progressing your application to register a Shop Account and providing you with the Services via the Shop, and other Services as may be offered to you from time to time by other third party provider(s) or Merchant(s) through the Shop;
 - 21.1.3 processing your request(s) for refund(s) or rebate(s);
 - 21.1.4 validating and/or processing any Transaction(s) or Instruction(s) pursuant to the Terms herein;
 - 21.1.5 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 Shop;
 - 21.1.6 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.
 - 21.1.7 verifying the existence and condition of your Shop Account or bank account(s) for a third party such as a credit bureau or merchant;
 - 21.1.8 responding to questions, comments, or feedback from you;
 - 21.1.9 complying with laws, regulations, government agencies and authorities in Brunei Darussalam and elsewhere including, but not limited to court orders and requests;
 - 21.1.10 detecting, preventing and reporting any criminal, fraudulent, unauthorised or suspicious activity(ies) conducted via the Shop;
 - 21.1.11 investigating any claim or dispute arising out of or in connection with your use of the Shop; and
 - 21.1.12 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.
- 21.2 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 Shop in accordance to the Terms herein. Your consent shall survive the termination or suspension of the Shop and the Services herein.
- 21.3 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 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.

- 21.4 You shall agree to authorise us to procure any information from any person, organisation, authority, company, corporate or unincorporated body or any other entity as we may in good faith deem fit in connection with your Shop Account or the Services herein and authorises the disclosure by such person of any information required by us.
- 21.5 In submitting to us any Instruction(s) or in continuing with the Shop 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.
- 21.6 Though we shall endeavour to ensure the security of your information which is transmitted through the Shop 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 Shop 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.

22. TRANSACTION RECORDS

- 22.1 All Transaction Records authenticated through your Shop 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 Shop 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).
- 22.2 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.
- 22.3 You may view your Transaction Records up to the previous thirty (30) days via your Shop Account. You are advised to regularly log in to your Shop 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.
- 22.4 Subject always to requirements stated in Clause 17 (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 Shop Account, in such manner deemed appropriate by us.

23. INTERNATIONAL USE

- 23.1 Subject to availability, you agree and acknowledge that your access and use of the Shop from outside of Brunei Darussalam may be subject to the following requirements:
- 23.1.1 rules, regulations, guidelines, notices and directives approved or issued by BDCB 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 Shop;
 - 23.1.2 other exchange control legislations, subsidiary rules, regulations, guidelines, notices and directives of the country where the Transaction(s) is effected or requested;

- 23.1.3 other relevant laws and regulations of Brunei Darussalam and the country where the Transaction(s) is effected or requested; and
- 23.1.4 the applicable foreign exchange rate(s) prescribed by DST at the time of the Transaction(s);
- 23.1.5 other applicable fees, rates or surcharges prescribed by DST at the time of the Transaction(s);

23.2 Further, you agree and acknowledge that the amount of any Transaction(s) that you have authorised through the Shop 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.

24. FEES AND CHARGES

The provision of the Services to you via the Shop, subject to your successful registration of your Shop 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.

25. APPLICABLE LAWS AND JURISDICTION

- 25.1 This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.
- 25.2 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.

26. FORCE MAJEURE

- 26.1 Without limiting the generality of any provision in these Terms, DST 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 caused outside our reasonable control and not caused by the negligence of non-performing party.
- 26.2 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 Shop. In the event of such interference, we shall not be responsible for any inability to use or access the Shop and the Services herein, interruption or disruption of the Services and any of the resulting losses you may incur therefrom.

27. 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.

28. 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.

29. ASSIGNMENT

29.1 You shall not assign, transfer or encumber any or all of your rights or obligations under this Agreement.

29.2 We may assign these Terms in whole or in part to any third party at our discretion.

30. ACCEPTANCE OF TERMS

30.1 You and any other person that you allow to access the Shop agrees to be bound by these Terms, Other Terms, and such other applicable terms and conditions which may be introduced and/or updated by DST from time to time in your access and use of the Shop.

30.2 You are solely responsible for ensuring that your use of the Shop complies with the applicable terms and conditions that govern the use of the Shop. You also are responsible for all charges and/or debits that result from any orders and Transaction(s) made using the Shop and any fees that Merchants and/or financial institutions may charge in connection with such Transaction(s).