

TERMS AND CONDITIONS ON THE USAGE OF THE DIGITAL WALLET (“TERMS”)

1. ABOUT THIS AGREEMENT

- 1.1** This Agreement sets out the terms and conditions governing your access and usage of the e-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 utilising the e-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 DST customer and/or 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 e-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, stop your access and use of the e-Wallet immediately, and proceed to terminate your use of the e-Wallet.

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 Account;
“BDCB”	means the Brunei Darussalam Central Bank;
“Brunei Dollars”	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 the e-Wallet;
“e-Wallet”	means the digital mobile wallet application that is available in MyDST;
“e-Wallet Account”	means an electronic wallet account, refers to a digital or online account that allows individuals and businesses to store, manage, and conduct various financial transactions electronically and entitling you to utilise the Services;
“DST”	means Datastream Digital Sdn Bhd;
“Instruction(s)”	means any request(s), application(s), authorisation(s), order(s) or instruction(s) in whatever form given or transmitted through the e-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 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 which accepts the e-Wallet as a medium of payment 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 e-Wallet requiring such security feature. It is a code sent to the mobile number registered with your e-Wallet or e-Wallet Account that needs to be entered to verify your ownership or access to the e-Wallet/e-Wallet Account 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 e-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 e-Wallet and/or e-Wallet Services, collected for the provision of the Service(s) via the e-Wallet, 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;
“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 e-Wallet with a generated merchant QR code or a merchant terminal application installed on an electronic device/tablet for the purpose of making payments.
“Services”	means the provision of the e-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 e-Wallet, as specified in Clause 4 (e-Wallet Services);
“Terms”	mean the terms and conditions stated in this Agreement which shall govern the use of the e-Wallet including any amendments and/or variations made from time to time;
“Top-Up”	means the transfer and crediting of funds into your e-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 e-Wallet Account;
“Transaction(s)”	means the transactions listed in Clause 4.1 (e-Wallet 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 e-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 e-Wallet Account;.
“we”, “us”, “our(s)”	means DST, including its successors and assignees as the provider of the e-Wallet;
“you”, “your”, “yourself”	means the registered e-Wallet Account holder and/or any potential users of the e-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 e-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 have a Mobile Line with DST.

3.2 If you are the parent/guardian registering for a e-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 or damage suffered by

you or your child arising from or in connection with the use of your child's e-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.
- 3.4 You are required to 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 are required to update and/or change your Personal Information in the e-Wallet or by contacting the DSTCare Helpline, which shall be approved at our discretion at all times.
- 3.6 Upon your successful activation of the e-Wallet, you will be provided with an e-Wallet Account.
- 3.7 You shall only be entitled to have one (1) e-Wallet Account. You are required to register your e-Wallet Account on your own Device. For avoidance of doubt, one (1) Mobile Line and email address can only be used for one (1) e-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 e-Wallet Account (pre-registration), or suspend or terminate your e-Wallet Account (post-registration) in accordance to Clause 9 (Termination and Suspension).

4. E-WALLET SERVICES

- 4.1 The e-Wallet may be used to perform any of the following Transactions, subject to availability of the services:
 - 4.1.1 make payments to Merchant(s) in accordance to your Instructions, including but not limited to the following methods:
 - (a) from your Available Balance,
 - (b) scanning the Merchant's QR Code (generated by us);
 - (c) using any other services as may be provided through the e-Wallet from time to time;
 - 4.1.2 Top-Up; or
 - 4.1.3 transfer of funds between e-Wallet Accounts by scanning a e-Wallet user's QR Code (generated by us) or entering a e-Wallet user's Mobile Line via the e-Wallet.
- 4.2 Subject to availability, you shall be entitled to make payments to Merchant(s) by scanning your QR Code (generated via the QR Code Services provided by DST) or using any other service(s) as may be provided through the e-Wallet from time to time. You shall agree that the e-Wallet can only be used with any Merchant(s) with Point-of-Sale terminal(s).
- 4.3 You must ensure that there are sufficient funds in your e-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:
 - 4.3.1 the funds in your e-Wallet Account your Available Balance is insufficient to effect, perform or process that Instruction(s); and
 - 4.3.2 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 via the e-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 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 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. TOP-UP AND TRANSACTION LIMITS

- 6.1 Subject to availability, you may Top-Up your Available Balance via fund transfer from your bank account, or via any Top-Up Channel, and by paying the fees imposed by third parties for using such services, if any.
- 6.2 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 e-Wallet Account.
- 6.3 You acknowledge that we:
 - 6.3.1 reserve the right to introduce, impose or vary the limits to the amount of your Available Balance and/or any daily or monthly transactions authorised through your e-Wallet Account; and
 - 6.3.2 reserve the right to specify limits on the number and amount of Transactions, and the period which the e-Wallet is allowed to be operated by giving you adequate prior notice.

Clause 6.3.1 to 6.3.2 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 e-Wallet as provided for from time to time.

- 7.** YOU ACKNOWLEDGE THAT **DST** RESERVES THE RIGHT TO SPECIFY LIMITS ON THE NUMBER OF TRANSACTIONS **AND THE AMOUNT OF TRANSACTIONS** BY GIVING YOU **REASONABLE NOTICE**.

YOU ACKNOWLEDGE THAT **DST** MAY AT ITS SOLE AND ABSOLUTE DISCRETION AMEND, VARY AND CHANGE ANY OF THE LIMITS IN RESPECT OF THE **E-WALLET** AS PROVIDED FOR FROM TIME TO TIME INCLUDING BUT NOT LIMITED TO THE **TRANSACTION LIMIT**.

8. YOUR RESPONSIBILITIES AND UNDERTAKINGS

8.1 You undertake and agree:

- 8.1.1.** 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 e-Wallet, at your own risk and expense;
- 8.1.2.** to be responsible for the maintenance of any account that you may have with a Network Service Provider for your access to the e-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;
- 8.1.3.** 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 e-Wallet;
- 8.1.4.** that we shall not be held liable for your inability to access or use the e-Wallet or any part thereof, the rejection of your access to the Services, or the incorrect processing of your access to the Services;
- 8.1.5.** to observe all security measures in relation to your e-Wallet Account and the access to and use of the e-Wallet as specified in accordance to the Terms and other rules and regulations, policies or guidelines as may be implemented from time to time;
- 8.1.6.** 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 e-Wallet;
- 8.1.7.** to keep yourself informed and updated of the relevant and applicable policies, practices and other terms applicable to the e-Wallet, e-Wallet Account, bank account(s), the Services herein as provided to you;
- 8.1.8.** to observe all reasonable measures to notify us immediately of any lost or stolen Device(s) that have been set up for the e-Wallet in order to disable your e-Wallet Account;
- 8.1.9.** to be and remain liable to DST us for any goods or services supplied by the Merchants by the use of the e-Wallet before we or your respective Bank(s) receives your written or verbal notification of the loss and/or theft of your Device(s);
- 8.1.10.** that your use of the e-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 e-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;
- 8.1.11.** 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
- 8.1.12.** to monitor all transactions and activities in connection with your e-Wallet Account. We assume that you will do so without any reminders or notifications from us.

- 8.2.** You will not:
- 8.2.1.** use the e-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;
 - 8.2.2.** interfere with the access to and use of the e-Wallet and the Services herein by other e-Wallet users and you shall not use the e-Wallet for any purpose other than conducting authorised transactions pertaining to your e-Wallet Account;
 - 8.2.3.** hack into, attempt to hack, or gain unauthorised access, whether directly or indirectly, into other e-Wallet users' account(s) and/or the Services, for any purpose whatsoever; and
 - 8.2.4.** initiate any claims, actions, proceedings, or suits against us, for any unauthorised use of the e-Wallet and the Services herein whether as a result of your Login Information being compromised or otherwise.

9. TERMINATION AND SUSPENSION

- 9.1 Notwithstanding anything in these Terms, we may change the procedures or mode of operation of the Services and the e-Wallet without giving any reason or notice to you at any time.
- 9.2 We shall be entitled to immediately suspend or terminate your use of the e-Wallet and/or Services herein (or any part thereof, including any benefits under the Services) and your access to the e-Wallet Account, with or without any notice to you without assigning any reasons or in the event of any of the following (without limitation thereto):
- 9.2.1 if in our opinion, there is dishonesty, suspected fraud, illegality, criminality or misrepresentation in the use of your e-Wallet Account or your use of the Services;
 - 9.2.2 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;
 - 9.2.3 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;
 - 9.2.4 if you are facing bankruptcy proceedings or is adjudged bankrupt;
 - 9.2.5 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 e-Wallet;
 - 9.2.6 if you have submitted false documents or have declared false information during your application for the e-Wallet;
 - 9.2.7 if you have acted in bad faith or with malicious intent;
 - 9.2.8 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
 - 9.2.9 if you fail to provide any additional information which we may reasonably request from you from time to time.
- 9.3 You may, at any time, apply to terminate your use of the e-Wallet and/or Services by informing us via MyDST. DST will notify you once your application to terminate the Services is accepted.
- 9.4 If you have any Available Balance in the e-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 seven (7) to fourteen (14) Business Days. If you do not have any Available Balance in the e-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.

- 9.5 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.
- 9.6 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.

10. CONSEQUENCES OF TERMINATION / SUSPENSION

- 10.1. Upon termination of the Service pursuant to Clause 9, 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 e-Wallet Provider.
- 10.2. We shall not be liable for any losses or damages suffered by you due to any incorrect banking information provided by you.
- 10.3. In the event your e-Wallet Account has been suspended and you request for reactivation of the same, DST may at its absolute discretion reactivate the e-Wallet Account.

11. DISPUTE OF TRANSACTION(S)

- 11.1. If you discover any error or discrepancy in your e-Wallet Account, you may raise a dispute via MyDST or contact 151 (hereinafter the "DSTCare Helpline") within thirty (30) days from the date of the disputed Transaction, failing which, you are deemed to have accepted the accuracy of your Transaction(s).
- 11.2 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.
- 11.3 Notwithstanding Clause 11.2, you are discouraged from 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 agree to 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.
- 11.4 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.
- 11.5 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.

- 11.6 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.
- 11.7 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 e-Wallet Account and notify you of the adjustments made pursuant thereto, if required.
- 11.8 In any case, the e-Wallet Provider shall inform you of the results of the investigation within fourteen (14) Business Days of the completion of the investigations, as the case may be.
- 11.9 For the avoidance of doubt, all telephone calls made by or to us may be recorded and logged by us for quality control and training purposes.
- 11.10 Where you are not satisfied with the outcome of the investigation or of your complaint, you may appeal against such outcome by contacting our DSTCare Helpline.

12. REFUND OR ADJUSTMENT

- 12.1 If it is proven or revealed that in the course of upon completion of our investigations pursuant to Clause 11 (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 Account 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.
- 12.2 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 Account and deduct the refunded sums from your e-Wallet Account or claim such sums from you.
- 12.3 In the event any incorrect sum was deposited to or deducted to/from your e-Wallet Account, we shall make the necessary adjustment or deduction from your e-Wallet Account as required.

13. INTELLECTUAL PROPERTY

- 13.1 All Intellectual Property attaching to, contained or vested in the e-Wallet including all content, data, information, details, materials, literature, manuals or graphics contained in the e-Wallet is owned by DST respectively, unless otherwise expressly indicated in this Agreement.
- 13.2 We strictly prohibit any use of any of our aforesaid rights in any manner whatsoever without our express prior written permission.
- 13.3 No part or parts of the e-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.
- 13.4 Nothing in the e-Wallet 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 e-Wallet, without any prior written permission from us.

14. LIABILITY

- 14.1 We shall use all reasonable efforts to ensure the operation and provision of the Services herein and your usage of the e-Wallet is provided on an "as is", "where is" and "as available" and without warranties of any kind.

- 14.2 We make no representations or warranties or guarantees of any kind or nature, whether express or implied, relating to the e-Wallet, and specifically disclaim all such warranties including, without limitation to:
- 14.2.1 any implied warranty of merchantability of goods/services, fitness for a particular purpose and non-infringement;
 - 14.2.2 availability, accessibility, timeliness and uninterrupted use of the Services;
 - 14.2.3 accuracy, timeliness, security of any data or information provided to you as part of the Services; and
 - 14.2.4 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.
- 14.3 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.
- 14.4 You are solely responsible for any damage or loss if you authorise or consent to any third party (such as another user or a Merchant) to use or handle your Device, e-Wallet Account, e-Wallet or MyDST.
- 14.5 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 e-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.
- 14.6 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:
- 14.6.1 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;
 - 14.6.2 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);
 - 14.6.3 any malfunction, breakdown, disruption and/or unavailability of the e-Wallet and the Services herein or any portion thereof, howsoever arising beyond DST's control;
 - 14.6.4 the e-Wallet and any of the Services herein not being accessible, available or functioning due to technical error beyond DST's control;
 - 14.6.5 any failure or delay caused by your internet connection, internet browser or other software, computer virus or related problems;
 - 14.6.6 corruption, destruction, alteration, loss of or error in your Instruction(s) or any data or information in the course of transmission through the e-Wallet;
 - 14.6.7 any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;

- 14.6.8 any use of the e-Wallet on a jail- broken or rooted devices;
- 14.6.9 any loss, theft or unauthorised use of your Login Information;
- 14.6.10 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;
- 14.6.11 any purported access to and use of the e-Wallet and the Services herein, your Login Information as well as any other software or hardware provided by us to you, if any;
- 14.6.12 any malfunction or breakdown in the software provided by us to you, if any;
- 14.6.13 any unauthorised access and/or use of the e-Wallet and the Services by any person, whether remotely performed or otherwise;
- 14.6.14 any prohibition, suspension, delay or restriction of your access to the e-Wallet and the Services herein by the laws and regulations of any country from which you access the e-Wallet;
- 14.6.15 any prohibition, suspension, delay or restriction of your access to the e-Wallet and the Services caused by, relating to or in connection with your Network Service Provider;
- 14.6.16 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;
- 14.6.17 your failure, neglect or omission to maintain sufficient funds in the e-Wallet Account to perform any of your Instructions;
- 14.6.18 your inability to perform any Transaction(s) due to limits whatsoever set by us from time to time;
- 14.6.19 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;
- 14.6.20 any delay in the delivery or non-delivery or any documents, materials, and/or Goods whatsoever, under this Agreement;
- 14.6.21 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;
- 14.6.22 any delay and/or inability to notify us to disable your e-Wallet Account on a lost or stolen or compromised Device(s); or
- 14.6.23 any loss(es) which is caused by third parties.

15 INDEMNITY

- 15.1 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 e-Wallet Account, e-Wallet 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.

- 15.2 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 e-Wallet 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 e-Wallet 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.
- 15.3 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.

16 AMENDMENT OF TERMS AND CONDITIONS AND NOTICES

- 16.1 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.
- 16.2 Unless otherwise specified herein to the contrary, all notices and communications to you in relation to the e-Wallet may be given in either of the following manners:
- 16.2.1 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 e-Wallet Account;
 - 16.2.2 by display at our premises, including those of its branches;
 - 16.2.3 by display on social media account(s), website(s) or any of our online platforms; or
 - 16.2.4 by any other manner as deemed fit.
- 16.3 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 16.2.
- 16.4 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 16.2, shall constitute your unconditional acceptance of such variation, addition, deletion or amendments.
- 16.5 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) and your e-Wallet Account we may proceed with making such changes and amendments without notice to you.

16A NEW SERVICES

- 16A.1 DST may, at its sole and absolute discretion provide you with new services from time to time, and these new services will be governed by these Terms and Conditions and the terms and conditions of the respective new services.

17 DISCLOSURE OF PERSONAL INFORMATION

- 17.1 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 e-Wallet, bank account(s) or any Transaction(s), Instruction(s), any communications and/or dealings, whether provided

during registration or after, via the e-Wallet and the Services for purposes incidental or in relation to the performance of the e-Wallet, including but not limited to the following purpose(s):-

- 17.1.1 performing the obligations stated in this Agreement;
 - 17.1.2 progressing your application to register a e-Wallet Account and providing you with the Services via the e-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 e-Wallet;
 - 17.1.3 processing your request(s) for refund(s) or rebate(s);
 - 17.1.4 validating and/or processing any Transaction(s) or Instruction(s) pursuant to the Terms herein;
 - 17.1.5 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 e-Wallet;
 - 17.1.6 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.
 - 17.1.7 verifying the existence and condition of your e-Wallet Account or bank account(s) for a third party such as a credit bureau or merchant;
 - 17.1.8 responding to questions, comments, or feedback from you;
 - 17.1.9 complying with laws, regulations, government agencies and authorities in Brunei Darussalam and elsewhere including, but not limited to court orders and requests;
 - 17.1.10 detecting, preventing and reporting any criminal, fraudulent, unauthorised or suspicious activity(ies) conducted via the e-Wallet;
 - 17.1.11 investigating any claim or dispute arising out of or in connection with your use of the e-Wallet; and
 - 17.1.12 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.
- 17.2 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 e-Wallet in accordance to the Terms herein. Your consent shall survive the termination or suspension of the e-Wallet and the Services herein.
- 17.3 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.
- 17.4 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 e-Wallet Account or the Services herein and authorises the disclosure by such person of any information required by us.
- 17.5 In submitting to us any Instruction(s) or in continuing with the e-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.

- 17.6 Though we shall endeavour to ensure the security of your information which is transmitted through the e-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 e-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.

18 TRANSACTION RECORDS

- 18.1 All Transaction Records authenticated through your e-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 e-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).
- 18.2 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.
- 18.3 You may view your Transaction Records up to the previous thirty (30) days via your e-Wallet Account. You are advised to regularly log in to your e-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.
- 18.4. 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 e-Wallet Account, in such manner deemed appropriate by us.

19 INTERNATIONAL USE

- 19.1 Subject to availability, you agree and acknowledge that your access and use of the e-Wallet from outside of Brunei Darussalam may be subject to the following requirements:
- 19.1.1 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 e-Wallet;
 - 19.1.2 other exchange control legislations, subsidiary rules, regulations, guidelines, notices and directives of the country where the Transaction(s) is effected or requested;
 - 19.1.3 other relevant laws and regulations of Brunei Darussalam and the country where the Transaction(s) is effected or requested; and
 - 19.1.4 the applicable foreign exchange rate(s) prescribed by DST at the time of the Transaction(s);
 - 19.1.5 other applicable fees, rates or surcharges prescribed by DST at the time of the Transaction(s);
- 19.2 Further, you agree and acknowledge that the amount of any Transaction(s) that you have authorised through the e-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.

20 FEES AND CHARGES

The provision of the Services to you via the e-Wallet, subject to your successful registration of your e-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.

21 APPLICABLE LAWS AND JURISDICTION

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

21.2 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.

22 FORCE MAJEURE

22.1 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 the non-performing party.

22.2 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 e-Wallet. In the event of such interference, we shall not be responsible for any inability to use or access the e-Wallet and the Services herein, interruption or disruption of the Services and any of the resulting losses you may incur therefrom.

23 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.

24 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.

25 ASSIGNMENT

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

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

26 **ACCEPTANCE OF TERMS**

- 26.1 You and any other person that you allow to access your e-Wallet Account is 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 e-Wallet.
- 26.2 You are solely responsible for ensuring that your use of the e-Wallet complies with the applicable terms and conditions that govern the use of your e-Wallet Account. You also are responsible for all charges and/or debits that result from any Transaction(s) made using the e-Wallet and any fees that Merchants and/or financial institutions may charge in connection with such Transaction(s).