

TERMS OF SERVICE - CASHBACK (MYDST CASHBACK AND MERCHANT CASHBACK)

1. ABOUT THIS TERMS OF SERVICE

- 1.1. The terms of service stated herein constitute a legal agreement between you, as the customer (“Customer”) and Datastream Digital Sdn Bhd (“DST”).
- 1.2. You acknowledge that you have read and fully understood these Terms which 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 which will apply:
 - 1.3.1. Terms and Conditions - MyDST Wallet;
 - 1.3.2. the Privacy Policy Specific Terms;
 - 1.3.3. 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”. These Other Terms, together with any other terms which we may agree with you from time to time, shall form our Service Agreement with you. To better understand your Services, rights and obligations, it is important that you read all the Other Terms applicable to you.

- 1.4. Subject to applicable laws, if there is any conflict or inconsistency between the Terms and the Other Terms, such conflict or inconsistency shall, in the absence of an express agreement to the contrary, be resolved in a manner favourable to DST and in the following order of precedence set out in 1.3 above.
- 1.5. If you do not accept these Terms, please do not proceed.

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 Cashback amount readily available in your MyDST cashback rewards or total Cashback earnings accumulated;

“Cashback” means the reward payable to you, for remunerative transactions approved on MyDST either for MyDST or participant Merchants and credited to your MyDST Wallet. Cashback allows MyDST users to earn a percentage or a fixed amount of discount for the next transaction when they recharge their Easi or order from MyDST Shop merchants;

“Cashback Earned” means the total accumulated cashback earned and credited to your Cashback earnings;

“Cashback Redeemed” means the cashback that has already been utilised or

redeemed towards a transaction;

“Merchant Cashback”	means Cashback earned when you successfully order from MyDST Shop Merchants that exclusively offers cashback;
“Mobile Number”	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;
“MyDST Cashback”	means Cashback earned when you recharge your Easi through MyDST and pay with your MyDST Wallet.
“Wallet”	means the digital mobile wallet application available in MyDST;

3. ELIGIBILITY

- 3.1. MyDST users using MyDST Wallet as the form of payment for goods and/or services on MyDST Shop are eligible to earn MyDST Cashback and Merchant Cashback.
- 3.2. Cashback is only available for MyDST users who have successfully activated and verified their MyDST Wallet account with eKYC, and completed the respective due diligence required.

4. MYDST CASHBACK

- 4.1. Recharging your Easi prepaid via MyDST using your MyDST Wallet qualifies you to earn MyDST Cashback, unless otherwise specified.
- 4.2. The MyDST Cashback campaign shall run for a duration of six (6) months from its announcement or launch date. DST reserves the right to modify the campaign duration and period(s).
- 4.3. DST reserves the right to amend the MyDST Cashback terms and eligibility, MyDST Cashback rates and the campaign period.
- 4.4. You shall have the option either to accumulate or use and redeem your Cashback earnings on your next Easi recharge, postpaid bill payment or on transactions on MyDST Shop subject to your Available Balance.
- 4.5. Cashback cannot be redeemed to “Pay for Friend,” “Recharge for Friend,” purchase add-ons, pay billers or purchase insurance unless otherwise stated.
- 4.6. There is a minimum recharge of B\$5 per transaction, and a maximum on Easi recharge up to B\$100 for Cashback Earned.
- 4.7. Customers are entitled to either accumulate or use up all the Cashback on the next transaction i.e recharge, pay postpaid bills or payment on MyDST Shop.

- 4.8. Cashback may not be combined with any other rewards and discounts from unless otherwise stated in the offer details.

5. MERCHANT CASHBACK

- 5.1. Only selected and participating Merchants offer Merchant Cashback unless otherwise stated.
- 5.2. You may earn Merchant Cashback from participating Merchants upon successful transactions only.
- 5.3. Any Cashback Earned from the Merchant may only be used for that particular Merchant including transactions on the Merchant's other branch or store, unless otherwise stated.
- 5.4. You shall have the option either to accumulate or use and redeem your Cashback Earned on your next transaction subject to your available cashback balance.
- 5.5. Participating Merchants may impose a minimum spend amount to earn Cashback. You will not be entitled to the Cashback if you do not reach the minimum spend.
- 5.6. Merchants may also impose a maximum Cashback that may be redeemed. In the event you have spent more than the maximum Cashback, your Cashback earnings shall be capped at the maximum value set by the Merchant.
- 5.7. Cashback may not be combined with any other rewards and discounts from participating Merchants, unless otherwise stated in the participating Merchant's offer details.
- 5.8. Cashback may be applied and redeemed on the total transaction amount and shall not be used to pay for any delivery or service charges, where applicable.

6. VALIDITY

- 6.1. There is no expiry on the Cashback earnings unless otherwise expressly stated.
- 6.2. Cashback Earned will continue to remain in your MyDST after a campaign has ended, unless otherwise stated and may still be redeemed.
- 6.3. Cashback will not be refunded upon termination of the Customers Mobile Number or MyDST Waller Account. The Cashback is also not retrievable upon termination and reactivation of the Mobile Number.

7. REDEMPTION

- 7.1. You shall have the option either to accumulate or use and redeem your Cashback earnings on your next transaction subject to your available cashback balance.

8. REFUND

- 8.1. Customers are not entitled to Cashback for cancelled transactions. Any Cashback earned from cancelled transactions will be returned, and any amounts utilised from your Cashback will also be returned accordingly subject to verification.

- 8.2. The duration of the refund process will vary depending on the complexity of your request, with a standard processing period of up to three (3) working days.

9. EXCLUSIONS

- 9.1. Cashback is not transferable to other MyDST Wallet accounts or mobile numbers.
- 9.2. Cashback is not exchangeable for cash.
- 9.3. Transactions where another reward or discount has already been applied may be rejected.
- 9.4. You may not assert your right to the Cashback on cancelled or refunded transactions.

10. LIABILITY AND INDEMNITY

- 10.1. DST'S liability and indemnity in connection with the Cashback is limited to the extent specified in its Terms and Conditions governing the use of the Wallet in Clause 1.3.

11. AMENDMENT OF VARIATION

- 11.1. DST reserves the right to modify, vary and change these Terms relating to the Cashback as it deems fit. Your continued use shall constitute your acknowledgement and acceptance of such modification, variation and/or change.