

TERMS OF SERVICE - INSURANCE (“TERMS”)

1. ABOUT THIS TERMS OF SERVICE

- 1.1. The terms of service stated herein constitute a legal agreement between you 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:

“Device”	means the digital device used by you including but not limited to personal computers, laptops, tablets, mobile telephone and/or other mobile devices that supports the MyDST;
“Insurance Terms”	means the terms and conditions in the Policy or Plan between named policy holder and the Insurer.
“Insurer”	means the authorised insurance agent issuing the insurance policy to you;
“Policy” or “Plan”	means the insurance policy containing the formal contract between an individual or entity (the policyholder) and an insurance company. The agreement outlines the terms and conditions under which the Insurer will provide financial protection or

	reimbursement to the policyholder in case of specific, predefined risks or events;
“Services”	means the your application, purchase and management of any of the insurance products and services through MyDST;
“Terms”	means the terms and conditions herein governing the respective insurance product stipulated by the Insurer;

3. USE OF SERVICE

- 3.1. In order to use the Services you must be a natural person, and at least eighteen (18) years of age, or have express parental consent for the use of the Services on MyDST.
- 3.2. Your purchase of a Policy or Plan through the Service is subject to the completion of an application and the acceptance thereof by the Insurer.
- 3.3. As a user of the Services, you acknowledge and accept that you may be subject to additional terms and conditions imposed by the Insurer, which may be applicable to the specific Plan or Policy purchased by you.
- 3.4. You acknowledge that DST does not provide any advisory services, reviews or recommendations in relation to the Policies or Plans purchased through the Services on MyDST.
- 3.5. In order to carry out the Services, you allow DST to:
 - 3.5.1. Request any relevant information, relevant to the Policy or Plan applied for through MyDST;
 - 3.5.2. Share the information you provide to the Insurer for the purposes of the Insurer providing the Services and issuing the Policy or Plan to you;
 - 3.5.3. Use relevant information you provide to DST to optimise its offering of the Services to you; and
 - 3.5.4. Manage your Policy or Plan in accordance with the Services.
- 3.6. DST may terminate, suspend, or change its offering of the Services, distribution of the Policies or Plans, or the Insurers, at its discretion. In the event of any changes or termination, DST will notify you via MyDST, by electronic mail to your email address according to the Company’s records, or by any other means in accordance to these Terms of Service.

4. PURCHASE OF INSURANCE

- 4.1. A purchase of any insurance product from the Insurer via MyDST does not indicate a contract between you as the insured and us, DST.

- 4.2. The contract of insurance is between you and the Insurer. Subsequently, you are subject to the terms and conditions governing the related insurance product stipulated by the Insurer (“Insurance Terms”).
- 4.3. Payment of any insurance products shall be made via the payment methods available to you on MyDST.
- 4.4. Upon successful payment, the Insurer will issue the Policy and you shall be able to view and/or download it to your Device.

5. POLICY REFUNDS, OVERPAYMENT AND RENEWALS

5.1. Cancellation and Refund Requests:

- 5.1.1. To initiate a cancellation and refund request, please click the 'Dispute Request' button found under the wallet transaction details via MyDST, within twenty-four (24) hours of the transaction. Requests submitted after this period will not be eligible for a refund and will be considered as accepted by you
- 5.1.2. The Insurer reserves the right to determine the amount refunded subject to your eligibility, which shall be subject to the respective Insurance Terms.

5.2. Refund

- 5.2.1. All refund requests are carefully reviewed on a case-by-case basis. DST will conduct investigations and jointly with the Insurer, if required.
- 5.2.2. The duration of the refund process may vary depending on the nature of the request. Please note that refund eligibility is subject to the discretion of the Insurer.

5.3. Overpayment or Underpayment

- 5.3.1. In the event of overpayment, the Insurer will contact you to inform you of any excess amount. This amount will be refunded to you, subject to verification and confirmation by the Insurer.
- 5.3.2. In the event of underpayment, the Insurer will contact you to request the additional amount needed to fulfill the Policy requirements.

6. PROMOTIONAL OR CAMPAIGN OFFERS

- 6.1. Periodically, DST and/or the Insurer may run marketing and promotional campaigns offering voucher codes, lucky draws, or other offers on MyDST. Please note that these vouchers, promotions or campaigns come with validity periods, redemption limitations, and additional terms and conditions. Unless explicitly stated otherwise, vouchers are exclusive on MyDST, non-transferable, non-exchangeable, and non-refundable. DST reserves the right to modify the terms and conditions of any vouchers, promotions or campaigns at any time.

7. WARRANTIES AND DISCLAIMERS

- 7.1. We provide our Services using a commercially reasonable level of skill and care.

- 7.2. DST does not warrant the Services or its reliability, availability or ability to meet your needs.
- 7.3. DST does not warrant or represent that access to the whole or part(s) of MyDST, information and/or functions contained therein will be provided uninterrupted.

8. INFORMATION ON INSURANCE

- 8.1. The information available on MyDST is not and should not be construed as insurance advice by DST. While DST will take reasonable measures to ensure the accuracy and validity of information on the Platform, DST is not liable for any inaccurate, missing or misconstrued information and makes no guarantee as to the quality and precision of such information or content. Any insurance purchasing conclusions and decisions such as coverage amounts, limits and deductibles are completely and solely the responsibility of the insured based on information from the insurance agent i.e the Insurer on MyDST.
- 8.2. DST may update MyDST from time to time to reflect updated content or information provided by the Insurer. Any claim shall be between you and the Insurer whom you purchased the policy from and coverage will be determined in accordance with the terms and conditions of the insurance policy and not MyDST.
- 8.3. Accordingly, you are advised to view/download a specimen of your actual policy documentation and/or conduct the necessary inquiries from or with the Insurer prior to making any purchase decision.

9. INSURANCE QUOTES AND COVERAGES

- 9.1. All quotes generated on MyDST from information by the insurance agencies are based upon the information you provide and are not a contract, binder, or agreement to extend insurance coverage. Any coverage descriptions available on MyDST are information provided by the Insurer and are general descriptions of available coverages and are not a statement of contract. To obtain coverage you must submit an application to the respective Insurer via MyDST. All applications are between the you and the Insurer and are subject to underwriting approval. Coverages and availability may vary according to each Insurer.
- 9.2. If you are applying for insurance from the Insurer via MyDST, you are reminded to take reasonable care not to make a misrepresentation in answering any and all questions in your application and to answer all questions fully and accurately. You also have a duty to inform the Insurer immediately if at any time after your contract of insurance has been entered into, varied or renewed with the Insurer, any of the information given via MyDST is inaccurate or has changed.

10. INSURER'S CONTENT AND SERVICES

- 10.1. During use of the Service, you may enter into correspondence with, purchase plans or policies, or participate in promotions of Insurers, advertisers or sponsors showing their goods and/or services through the Service or MyDST.
- 10.2. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable Insurer or third-party and DST and its affiliates and licensors has no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion.

- 10.3. DST does not endorse any applications or sites on the internet that are linked through the Service, the Application and/or the Software. Your use of those third party sites are subject to the terms and privacy policies of each site and in no event shall DST, its licensors or affiliates be responsible for any content, products, services or other materials on or available from such sites or third-party providers.
- 10.4. DST provides the Service to you pursuant to these Terms of Service, Privacy Policy and, where relevant, other Terms and Policies. You recognise, that certain Insurers, plans or policies distributed through the Services may require your agreement to additional or different terms of use or service prior to your use of or access to such Plans or Policies. The Company is not a party to, and disclaims any and all responsibility and/or liability arising from, such agreements made between you and the Insurers.

11. CLAIMS

- 11.1. To submit an insurance claim, please contact your respective Insurer hotline and provide all relevant details and documentation pertaining to the incident, including but not limited to, the incident report, photos, and any other reasonable information requested by them.

12. USER CONTENT GENERAL

- 12.1. The Service may request that you submit content such as text, photos, audiovisual content, and other media content ("User Content"). By providing User Content to DST, you are granting DST a license to use the User Content in order to provide you the Services.

13. LIABILITY AND INDEMNITY

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

14. THIRD PARTY LINKS

- 14.1. MyDST may contain links to websites owned and operated by other third parties ("Third Party Links"). These Third Party Links are provided for your information and convenience only and are not an endorsement by DST of the content of such Third Party Links. DST is not responsible for these Third Party Links or their content or availability.