

TERMS OF SERVICE - TRANSFER

1. ABOUT THIS AGREEMENT

- 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:

“Mobile Number”	means an active prepaid or postpaid mobile/cellular service provided by DST;
“Transfer”	means the peer to peer service which allows you to initiate a payment, transfer and/or receive money via your MyDST Wallet to other MyDST Wallet users.
“MyDST Wallet”	means the peer to peer wallet.
“Wallet”	means the digital mobile wallet application available in MyDST;

3. ELIGIBILITY

- 3.1. Transfer 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. TRANSFER TRANSACTION

- 4.1. Transfer allows you to pay, transfer or receive an amount, within the range of limit specified in Terms and Conditions governing the use of the MyDST Wallet, from your MyDST Wallet to another Mobile Number or by scanning a QR Code.
- 4.2. To send or receive money via Transfer, you must first initiate either 'payment, Transfer or receive' by entering the recipient's mobile number, scanning or uploading the QR code or using your mobile device's phone contacts.
- 4.3. You are responsible for the correct entry of the recipient by entering their mobile number, scanning or uploading their QR Code, ensuring that the recipient's name displayed is the intended recipient of the funds and the amount is correct, prior to confirming the transaction. DST is under no obligation whatsoever to verify that the amount transferred by you matches with the intended recipient's amount. We are not liable for any losses suffered by you for inaccuracies in the Transfer you have initiated.
- 4.4. You are also responsible for all transactions, operations and/or instructions which you have confirmed for as long as the transactions and operations have been executed through your MyDST Wallet.
- 4.5. The Transfer will not be successful for recipients without a valid and verified MyDST Wallet.
- 4.6. Successful MyDST Transfer shall receive confirmation that the transaction is successful.
- 4.7. Transfer Transactions will be credited or debited to or from your MyDST Wallet in real time.
- 4.8. Successful Transfer transactions are deemed irrevocable and you will not be able to cancel, stop, request for refund or perform any changes to that Transfer.
- 4.9. Without prejudice to any of DST's rights and remedies, DST reserves the right to suspend and/or terminate your access and use of Transfer, where DST considers in its sole discretion to be inappropriate, unusual, fraudulent or suspicious use is being made via Transfer by you, and not in compliance to applicable laws and regulations.

5. DISPUTE ON TRANSACTION

- 5.1. If you have made an erroneous transaction or if we have received a report alleging an unauthorised or fraudulent transaction was made, you may submit a dispute via MyDST immediately.

- 5.2. In the event of any unauthorised or fraudulent Transfer or transaction, DST shall review and investigate the transaction.
- 5.3. You acknowledge that you are fully responsible in ensuring that the usage of the MyDST Transfer Services on your mobile device fully complies with these Terms and the Other Terms where applicable, and you will safeguard your mobile device and MyDST Wallet and/or account, take steps to ensure that no improper, illegal, fraudulent, and/or unauthorised transactions occur using the transfer Services at all times. All transfer transactions occurring on your mobile device or MyDST Wallet are deemed initiated by you and with your consent.

6. **LIABILITY AND INDEMNITY**

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

7. **GENERAL**

All other Terms in the terms and conditions governing the use of your MyDST Wallet shall apply and shall read together herewith.