

## TERMS AND CONDITIONS – MOBI DEVICE RENTAL PLANS

1. These Terms shall be read together with:
  - (i) the General Terms and Conditions; and
  - (ii) the Mobi Terms and Conditions.

Together, these documents constitute the full and governing Agreement.

2. Where inconsistencies arise, the interpretation most favourable to the Service Provider shall prevail to the fullest extent permitted by law.

### 3. DEFINITIONS

In these Mobile Device Rental Terms, in addition to those terms defined in the General Term Conditions and/or the Terms and Conditions governing the Mobi services, the following terms and expressions apply:

| TERM / EXPRESSION                        | MEANING                                                                                                                                                                                         |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>“Device”</i></b>                   | means the mobile phone device rented by the Subscriber, under the Plan;                                                                                                                         |
| <b><i>“Disconnection Stage”</i></b>      | means the status where the Subscriber's line is suspended or disconnected due to non-payment;                                                                                                   |
| <b><i>“Plan”</i></b>                     | means the mobi device rental plan associated with an eligible Mobi subscription;                                                                                                                |
| <b><i>“Mobi”</i></b>                     | means the mobile postpaid contract subscription offered by the Service Provider to its Subscribers;                                                                                             |
| <b><i>“Mobi Device Rental Terms”</i></b> | means these terms and conditions governing the Mobi rental of Devices.                                                                                                                          |
| <b><i>“Monthly Rental Fee”</i></b>       | means the recurring monthly rental fee for the Device;                                                                                                                                          |
| <b><i>“Platform”</i></b>                 | means an electronic medium which the Service Provider makes available its services, including but not limited to its website, portal, mobile application such as MyDST;                         |
| <b><i>“Rental Device”</i></b>            | means the mobile phone rented to the Subscriber under the Device Rental Agreement, and includes any accessories that the Subscriber receives as part of the Rental Agreement, such as chargers; |
| <b><i>“Rental Term”</i></b>              | means the minimum twenty-four (24) month contractual period to rent the Device from the Service Provider;                                                                                       |
| <b><i>“Subscriber”</i></b>               | means the the Service Provider subscriber or entity subscribing to the Plan;                                                                                                                    |

#### 4. **Eligibility**

- 4.1. The subscriber shall be subject to the Mobi eligibility.
- 4.2. The Plan is open to new and existing Mobi sign ups, port-ins, Easi subscribers upgrading to Mobi and existing Mobi subscribers whose Mobi contracts are nearing expiry.
- 4.3. Registration and application for this Plan is limited to one (1) plan per Subscriber's IC.
- 4.4. The Service Provider reserves the right to conduct mandatory credit check and due diligence prior to approving sign ups for the Plan to check for eligibility.
- 4.5. The Service Provider retains the exclusive right to reject any application at its sole discretion, and is not required to provide the Subscriber with the reasons for such a denial. Reasons for rejection may include, but are not limited to, the submission of incomplete documentation or a failure to satisfy the eligibility criteria.

#### 5. **Availability and Subscription Requirements**

- 5.1. The Plan is available exclusively with the following Mobi plans:
  - 5.1.1. Mobi 18;
  - 5.1.2. Mobi 30;
  - 5.1.3. Mobi 50; and
  - 5.1.4. Mobi 80
- 5.2. Subscribers are required to make their initial payment for the rental of the Device applicable to both new Mobi sign-ups and existing Mobi subscribers adding on a new Device.
- 5.3. Foreign Subscribers are required to provide a deposit for the rented Device at an amount of **Brunei Dollars One Hundred (B\$100.00)**. This includes, but may not be limited to, selected devices such as the OPPO Pad SE LTE and the OPPO A5 5G 256GB.
- 5.4. Subscribers can apply and subscribe to the Plan via the following platforms:
  - 5.4.1. DST website at <https://ordernow.dst.com.bn/> or <https://mobibundle.dst.com.bn/>
  - 5.4.2. Selected DST branches and authorised DST dealers.
- 5.5. The specific Devices offered for Rental will be those listed on the Platform, and are subject to availability.

#### 6. **Subscriber Acknowledgement and Agreement**

By subscribing to the Plan, the Subscriber hereby confirms and agrees to the following:

- 6.1. **Full Understanding and Acceptance of Terms:** The Subscriber warrants that they have read, fully understood, and agreed to the terms and conditions outlined herein ("Terms"), including all associated obligations, liabilities, and potential penalties. Acceptance and continued use constitutes compliance, and failure to read the Terms does not exempt the Subscriber from adherence.
- 6.2. **Assumption of Device Liability:** The Subscriber accepts and assumes full responsibility and liability for the Rental and the Device, throughout the Plan.

- 6.3. **Payment and Enforcement:** The Subscriber agrees to all obligations including its payment obligations and acknowledges the right of the Service Provider to impose appropriate penalties and take enforcement actions for non-compliance, including but not limited to enforcing the device security measures by locking the Device in the event of non-payment or breach of any of these Terms.
- 6.4. The Device remains the exclusive property of the Service Provider until the expiry of the Plan.

## 7. **LEASE TERMS**

- 7.1. The Plan is valid for twenty-four (24) months and the Subscriber remains responsible for the entire term, even if the agreement is terminated prematurely until all obligations have been fulfilled.
- 7.2. Termination of the Plan by the Subscriber is permitted, provided that any applicable penalties are settled.

## 8. **PAYMENT**

- 8.1. The Subscriber is responsible for paying both the Monthly Device Rental Fee and their respective monthly Mobi plan fee.
- 8.2. The Monthly Device Rental Fees will be itemised on the Subscriber's monthly postpaid billing.
- 8.3. The initial Device Rental Fee for the first month is due and payable at the time of subscription.
- 8.4. The Monthly Device Rental Fees remain mandatory and must be paid even if the device is lost, stolen, unreturned to the Service Provider or locked due to non-payment.

## 9. **DELIVERY OF DEVICE**

Your Device will be delivered to you free of charge upon successful application of the Plan. Risk of the Device passes upon the Subscriber's possession of the Device.

## 10. **WARRANTY OF DEVICE**

- 10.1. The Device is covered only by the manufacturer's or designated Supplier's warranty. DST does not provide any warranty or repair services for the Device. If the Device has any fault, defect, or issue, the Subscriber must bring the Device directly to the authorised supplier or service centre stated by DST.
- 10.2. All repairs, replacements, and assessments will be carried out solely by the authorised supplier, based on their warranty terms and policies.
- 10.3. DST is not responsible for repairing or replacing the Device, providing a temporary or loan unit, or the time taken by the Supplier to complete repairs.
- 10.4. Monthly Lease Fees will continue to be payable during any repair period. Device issues do not reduce, suspend, or cancel any payments under the Plan.
- 10.5. Damage caused by misuse, accidents, liquid damage, loss, theft, or unauthorised repairs is not covered under warranty, and the Subscriber remains liable under the Lease Terms.

## 11. SUBSCRIBER RESPONSIBILITY AND LIABILITY

- 11.1. The Subscriber shall be responsible for paying the Monthly Device Rental Fee throughout the Plan.
- 11.2. **Assumption of Risk:** The Subscriber assumes all responsibility, risk, and liability for the Device immediately upon and within possession
- 11.3. The Subscriber shall not use or permit to use the Device in violation of any law, rules or regulations enforced from time to time.
- 11.4. The Subscriber shall be fully liable for any of the following occurrences on the Device:
  - 11.4.1. Loss or theft;
  - 11.4.2. Damage, whether accidental or intentional;
  - 11.4.3. Damage that exceeds fair wear and tear;
  - 11.4.4. Specific damage types, including liquid, electrical, or structural damage;
  - 11.4.5. Malfunction resulting from misuse or neglect, actions by a third party and unauthorised repairs or software changes.
  - 11.4.6. Security compromises, including tampering, rooting, jailbreaking, unlocking, or security circumvention.
- 11.5. **Consequences of Non-Return, Loss, Theft, or Irreparable Damage:** In the event the Device is not returned, is lost, stolen, or is declared irreparably damaged, the Subscriber must pay the applicable non-return, loss, penalty fees as prescribed by DST on the Platform.
- 11.6. **Service Provider's Position:** All risks associated with the Device remain exclusively with the Subscriber throughout the Rental Term. The Service Provider shall not bear any risk or responsibility for the Device during this period.

## 12. PLAN CHANGE RULES

- 12.1. During the Rental Term, Subscribers are permitted to upgrade to higher-tier Mobi plans, provided they meet the necessary eligibility criteria and are reviewed by the Service Provider.
- 12.2. Downgrades shall be subject to the respective penalties.

## 13. NON-PAYMENT, CREDIT CONTROL AND DEVICE LOCKING

- 13.1. Notices shall be issued to the Subscriber for non-payment of the Monthly Rental Fee.
- 13.2. The Subscriber accepts and acknowledges that the Service Provider reserves the right to block the Device / IMEI for non-payment and/or in the event the Device is reported stolen.
- 13.3. At the Disconnection Stage, the Service Provider reserves the right to:
  - 13.3.1. Remotely lock the Device
  - 13.3.2. Disable the Device's functionality entirely;
  - 13.3.3. Block IMEI usage; and/or
  - 13.3.4. prevent usage across all Brunei networks.
- 13.4. The Device remains locked until all overdue and outstanding sums due are fully settled. Locking does not waive or reduce the Subscriber's financial obligations and the Subscriber remains liable for its payment obligations herein.

#### 14. **Device Return Obligations**

##### 14.1. **Mandatory Return Condition**

- 14.1.1. Upon expiry or early termination of the Rental Term or demand by the Service Provider, the Subscriber must return the Device in good condition and fully functional, subject only to fair wear and tear, free from cracks, dents, water damage, or defects with all included original accessories and factory packaging.
- 14.1.2. The Subscriber shall also ensure that all personal data and information are deleted prior to handing over or returning the Device to DST. Subscribers are advised to reset the Device to factory settings, free of passwords, PINs, biometric locks, cloud locks, and account locks.

#### 15. **Non-Return / Loss / Penalties**

- 15.1. The Subscriber assumes all risk associated with the Device and remains liable for all payment and performance obligations, even if the Device is lost, stolen and unreturned.
- 15.2. Should any of the events described in the preceding clause occur, the following penalties will apply and are payable in addition to any remaining monthly rental fees and applicable administrative charges:

| Device Model     | Penalty Amount (BND) |
|------------------|----------------------|
| OPPO A5i         | 60                   |
| OPPO Pad SE LTE  | 90                   |
| OPPO A5 5G 256GB | 120                  |

#### 16. **Prohibited Conduct**

During the Rental Term, the Subscriber shall not alter or tamper with the IMEI, bypass security or the preinstalled lock functions, install prohibited software or allow the downloads of unverified applications, perform unauthorised repairs or maintenance on the Device or use the Device for unlawful purposes.

#### 17. **Security Measures**

The Subscriber acknowledges and accepts that DST is entitled to install remote lock functions, and IMEI blocking on the Device throughout the Rental Term, as the Device remains the property of the Service Provider. The Device's ownership remains with the Service Provider during the term of the Plan unless otherwise expired or terminated.

#### 18. **Limitation of Liability**

The Service Provider shall not be liable for any app or software malfunction, indirect or consequential damages, business or financial losses whatsoever and losses caused by the Subscriber's misuse or breach of this Agreement.

19. **Amendments**

The Service Provider may amend these Terms from time to time, with fourteen (14) days' notice. Continuation of service constitutes acceptance.

20. **Entire Agreement**

These Terms, together with the General Terms and Conditions and the Mobi Terms and Conditions, form the entire binding agreement between the Subscriber and the Service Provider.