MyDST Wallet Scan To Pay Terms & Conditions

These Terms & Conditions ("Terms") govern your use of the "Scan To Pay" feature ("Service") within the MyDST App. By using the Service, you agree to be bound by these Terms, which form a legal agreement between you ("User") and Datastream Digital Sdn Bhd ("DST"). These Terms are in addition to DST General Terms & Conditions.

1) Definitions

- 1.1 **Organiser / Provider:** Datastream Digital Sdn Bhd ("DST")
- 1.2 **User:** Any MyDST registered user utilizing the Scan To Pay feature.
- 1.3 **Merchant:** A participating business authorised by DST to accept payments through Scan To Pay.
- 1.4 **Scan To Pay:** A MyDST App feature that enables wallet-to-merchant payments via QR code scanning.

2) Eligibility

- 2.1. The feature is available to all MyDST users with an active MyDST Wallet.
- 2.2. Users must have sufficient wallet balance to complete any transaction.
- 2.3. DST reserves the right to suspend or restrict access in cases of suspected misuse, fraud, or non-compliance, as further detailed in Clause 14

3) Feature Overview

- 3.1. Scan To Pay allows Users to make payments by scanning a participating Merchant's QR code at the point of sale.
- 3.2. The feature is currently limited to **in-person merchant transactions** only.
- 3.3. Online or web-based Scan To Pay transactions are not supported at this stage.

4) Payment Process

- 4.1. Users must verify the Merchant's name and payment amount before confirming payment.
- 4.2. Upon confirmation, the payment amount will be **instantly deducted** from the User's MyDST Wallet balance.
- 4.3. A successful transaction notification will appear in the MyDST App once payment is completed.
- 4.4. All completed transactions are **final and non-reversible** except as stated under Clause 8 (Refunds & Disputes).

5) Transaction Limits

- 5.1. DST reserves the right, at its sole discretion, to impose limits on the amount or number [MAHHMS2] of transactions you can conduct using the Scan To Pay feature.
- 5.2. These limits may be based on a per-transaction, daily, or monthly basis and are subject to change without prior notice to the User, for security and risk management purposes.

6) Fees & Charges

- 6.1. No additional transaction fees will be charged to Users for using Scan To Pay.
- 6.2. The full amount displayed before payment confirmation will be deducted from the User's MyDST Wallet.

7) User Responsibilities

- 7.1. Users must ensure all payment details are accurate prior to confirmation.
- 7.2. DST will not be liable for payments made to an incorrect Merchant due to user error.
- 7.3. Users are responsible for maintaining the confidentiality of their MyDST credentials and device security (including any PIN, password, or biometric identifiers) and for securing their mobile device
- 7.4. Any unauthorised access or misuse should be reported immediately through the MyDST App or DST Customer Care.

8) Merchant Participation

- 8.1. Scan To Pay is only accepted at **participating Merchants** authorised by DST.
- 8.2. DST is not responsible for any Merchant-related service quality, pricing, or product disputes arising from transactions.
- 8.3. Any dispute regarding the quality, delivery, or fitness for purpose of goods or services purchased using Scan To Pay is solely between the User and the Merchant. The User acknowledges that DST is not a party to the sale and acts purely as a payment provider.

9) Refunds & Disputes

- 9.1. Users may raise a dispute through the **MyDST App** ideally on the day of the transaction, if an incorrect amount has been charged or a transaction issue occurs.
- 9.2. Each dispute will be reviewed by DST; refund approval is subject to verification with the Merchant.
- 9.3. Valid refunds will be credited back to the User's MyDST Wallet after verification.
- 9.4. Processing times may vary depending on the nature of the dispute.

10) Service Availability

- 10.1. DST strives to maintain uninterrupted availability of Scan To Pay. However, temporary disruptions may occur due to maintenance, network issues, or system upgrades.
- 10.2. DST shall not be liable for delays, failures, or interruptions beyond its reasonable control.

11) Data Privacy

- 11.1. User data collected during transactions will be handled in accordance with DST's **Privacy Policy**.
- 11.2. Transaction information may be shared with participating Merchants and regulatory authorities when required by law.

12) Prohibited Activities

- 12.1. You agree not to use the Scan To Pay feature for any purpose that is unlawful, fraudulent, malicious, or prohibited by these Terms
- 12.2. Prohibited activities include, but are not limited to:
 - 12.2.1. Any activity that violates the laws of Brunei Darussalam;
 - 12.2.2. Transactions related to illegal goods, gambling, or services;
 - 12.2.3. Any activity related to fraud, money laundering, or terrorist financing;
 - 12.2.4. Using the service to abuse, harass, or defraud a Merchant or other User;
- 12.2.5. Attempting to reverse-engineer, decompile, or otherwise interfere with the Service's security or functionality.

13) Limitation of Liability

- 13.1. DST shall not be liable for:
 - 13.1.1. User errors in selecting the wrong Merchant or amount;
 - 13.1.2. Losses due to unauthorised account access resulting from User negligence;
 - 13.1.3. Indirect, consequential, or incidental damages arising from use of the feature;
- 13.1.4. Any issues, defects or disputes related to the goods or services provided by a Merchant.
- 13.2. DST's total liability, if any, shall be limited to the transaction amount in question.

14. Indemnification

- 14.1. You agree to indemnify, defend, and hold harmless DST, its directors, officers, employees, and affiliates from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to:
 - **14.1.1.** Your breach of these Terms & Conditions:
 - **14.1.2.** Your fraudulent, negligent, or unlawful use of the Scan To Pay feature;
 - **14.1.3.** Your violation of any law or the rights of any third party, including any Merchant.

15) Amendments

- 15.1. DST reserves the right to modify, suspend, or terminate the Scan To Pay feature or these Terms & Conditions at any time.
- 15.2. Updates will be reflected on the MyDST App or DST's official website. Continued use of the feature after such changes have been posted constitutes acceptance of the revised terms.

16) Termination and Suspension

- 16.1. DST reserves the right to suspend or terminate your access to the Scan To Pay feature at any time, with or without notice, in its sole discretion
 - 16.2. Reasons for suspension or termination include, but are not limited to:
 - 16.2.1. Breach of these Terms & Conditions;
 - 16.2.2. Suspected fraudulent, illegal or unauthorised activity;
 - 16.2.3. Non-compliance with requests from regulatory authorities.

17) Governing Law & Dispute Resolution

- 17.1. These Terms & Conditions are governed by the laws of **Brunei Darussalam**.
- 17.2. Any dispute shall first be resolved amicably in good faith; failing which, the matter may be referred to the competent courts of Brunei Darussalam.

18) Acceptance

By using the Scan To Pay feature, the User acknowledges having read, understood, and agreed to these Terms & Conditions and any operational notices or updates issued by DST.