

01. General Terms and Conditions of Services

1. Definition and Interpretation

- 1.1. In this General Terms and Conditions of Service or any of the Specific Terms, the following words and expressions shall have the following meanings:

"Account"	means a Subscriber's account created with the Service Provider for provision of any Service;
"Add-Ons"	means any additional product or service purchased by the Subscriber to supplement their Plan including but not limited to Data Add-Ons, Data roaming, any value added services offered by the Service Provider;
"Activation"	means the point in time when the said Service is Activated by the Service Provider.
"AITI"	means the Authority for Info-communications Technology Industry of Brunei Darussalam;
"Authorised Centre"	means any commercial establishment, place or branch of the Service Provider as listed on https://dst.com.bn/branches/where its Services are made available;
"Authority"	means any Local Government, quasi-government authorities, departments, statutory bodies, state corporations or other bodies (including but not limited to any corporations or private agencies licensed with authority) under any written law in Brunei Darussalam to exercise its rights or jurisdiction in connection with or affecting the enforcement of the Terms and/or any matter arising out of the Terms;
"Bill"	means any bill including an eBill, invoice or statement issued by the Service Provider for any charges, fees or sums due or payable to the Service Provider or for the Subscriber any Account;
"Brunei Dollar"	means the lawful currency of Brunei Darussalam;
"Bundle"	means any additional products, services including but not limited to devices, data, minutes that is packaged or also known as Contract Plan;
"Business Day"	means a day (other than Saturday, Sunday or a public holiday in Brunei Darussalam) on which banks are generally open in Brunei and "Business Days" shall be construed accordingly';
"Business Hours"	means the business hours of 8:00 a.m. to 5:00 p.m. from Monday to Thursday, Friday from 8:00 a.m to 12:00 p.m and 2.30pm to 5:00 p.m (excluding public holidays);

<i>"Contract Plan"</i>	means any postpaid plan for mobile (MOBI) plan, mobile wireless (FREEDOM), fixed broadband plan (INFINTIY) or any other contract plan provided by the Service Provider in a Bundle that includes a leased device subject to a minimum mandatory term;
<i>"Credit Balance"</i>	means the remaining amount of EASI credit available on any Prepaid mobile Plan;
<i>"MyDST"</i>	means the DST application available on mobile or website with features that enhances Subscriber's all-in-one access to DST's products and/or services;
<i>"MyDST Account"</i>	means the MyDST account registered under the Subscriber's name which may be used on MyDST;
<i>"eBill"</i>	means the electronic Bill sent by the Service Provider to the Subscriber via email, Platform or the electronic medium deemed appropriate by the Service Provider;
<i>"eSim"</i>	means a form of SIM (embedded SIM) built into a digital device to replace the traditional SIM Card and cannot be removed, eliminating the need to carry around a physical SIM Card;
<i>"Equipment"</i>	means any electronic device or equipment owned, provided, operated, installed and/or hired out by the Service Provider in relation to the Service, and does not include the handset devices leased as part of any Contract Plan;
<i>"Fair Use Policy"</i>	means the fair use policy published on https://www.dst.com.bn/ of which may be updated by the Service Provider from time to time;
<i>"Fees and Charges"</i>	means the fees and charges in connection with the provision of any Service upgrade or downgrade of plans, price of Equipment and/or Add-Ons;
<i>"Force Majeure"</i>	means an event in the occurrence of which the Service Provider is unable to control or avoid by the use of reasonable diligence, including but not limited to acts of God, natural disasters, requirements of any governmental or regulatory authority, war, national emergency, acts of terrorism, accident, fire, lightning, equipment failure, cyberattacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or Software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of the network of the Service Provider or of the Subscriber's equipment, equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving the Service Provider's employees) or epidemics of infectious diseases;

"General Terms"	means this General Terms and Conditions stipulating the primary terms and conditions prescribed and imposed on the Subscriber by the Service Provider including any schedules, annexures or appendices referred herein;
"Law"	means any and all applicable legislation, laws, regulations, codes, rules or rulings, or any form of decision, requirements of any government, statutory, regulatory or any court with competent jurisdiction, whether in Brunei or elsewhere, as amended or modified from time to time, and to which a person or Subscriber is subject to. This includes but is not limited to the relevant Telecommunications Order of Brunei Darussalam;
"Loss"	means any and all claims, damages, losses, liabilities, claims, costs, expenses, demands and actions;
"MyDST Account"	means the DST account registered under the Subscriber's name which may be used on MyDST;
"Non-Contract Plan"	means any postpaid mobile plan, fixed broadband or any other contract offered by the Service Provider without additional obligations and/or minimum mandatory term;
"Platform"	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;
"Plan"	means any Plan whether prepaid mobile (EASI), postpaid mobile (MOBI), mobile wireless broadband (FREEDOM), or fixed broadband (INFINITY) collectively or either of them as the context may require;
"Pre-Paid Fees"	means monies paid into an Account and credited to a Subscriber, from which Fees and Charges are deducted at the time of accrual without the issue of any Bill relating to those Fees and Charges;
"Prescribed Rate"	means an interest rate of two (2) percent per month;
"Recharge Card"	means the coupon, voucher, card, soft pin or any other receipt which functions as a valid means to replenish the Credit Balance of any prepaid mobile Plan;
"Registration Forms"	means the relevant application forms and/or documentations available for the Subscriber to submit and/or fill in, whether in hard copies or online via the respective Platform along with any supplementary information requested to process the Service requested;

<i>"Regulator"</i>	means the relevant authority of the Service Provider including the Authority for Info-communications Technology Industry of Brunei Darussalam (AITI) or such other regulatory authority of the Service Provider as the case may be;
<i>"Service"</i>	means any service (e.g. telecommunications, broadcasting or other service, supply, rental or installation of any equipment and any service comprised in a Subscriber Request) offered or provided by the Service Provider from time to time;
<i>"Service Agreement"</i>	means an agreement between the Service Provider and the Subscriber relating to any Service or Equipment that the Subscriber subscribed for, including these General Terms, the applicable Specific Terms (if any) and any other terms which agreed with you from time to time;
<i>"Service Number"</i>	<p>means any number or alphanumeric symbols or characters assigned by the Service Provider or selected by the Subscriber for the purpose of:</p> <ul style="list-style-type: none"> (a) the provision to or utilisation by the Subscriber of any Service and/or Equipment; and/or (b) identifying the Subscriber (whether to any telecommunications system or facility operated by Service Provider to any other system or facility operated by any other person) for the purpose of or in relation to any Service, <p>including telephone number, mailbox number, e-mail or address, network user identity, password and circuit reference number;</p>
<i>"Service Provider"</i>	means Datastream Digital Sdn Bhd including its successors in title and assigns, which contracts or agrees with the Subscriber to provide or make available that Service;
<i>"SIM Card"</i>	means a smart card inside a mobile phone or digital device, carrying an identification number unique to the subscriber and storing all necessary information, and preventing operation if removed;
<i>"Specific Terms"</i>	means any additional terms and conditions prescribed or imposed by the Service Provider stipulated under any subscription or application form or document of which the Subscriber is required to execute and/or accept whether electronically or in physical form, with respect to the provision of a particular Service offered by the Service Provider;
<i>"Submitted Material"</i>	means any content or material disclosed or provided by the Subscriber to the Service Provider through the Platform or by other official means as deemed appropriate by the Service Provider;

"Subscriber"	Means the registered subscriber whether an individual or a company subscribing to any Service(s) offered by the Service Provider via a Subscriber Agreement;
"Subscriber Agreement"	means any agreement containing Specific Terms, any terms and conditions or otherwise, agreed between the Service Provider and the Subscriber relating to any specific Service or Equipment which primary terms and condition are always made pursuant to or in adherence with the General Terms;
"Subscriber Request"	means any request, order or instruction of the Subscriber to the Service Provider (whether with respect to any Service or otherwise);
"Taxes"	means all applicable taxes, duties, levies, and similar charges (any related interest and penalties) however designated, imposed under the laws of Brunei Darussalam or the laws of any jurisdiction outside Brunei Darussalam with respect to the provision of any Services or on any Fees and Charges or payment due or payable to the Service Provider from the Subscriber;
"Terms"	means the General Terms and Specific Terms collectively.

- 1.2. The headings or titles to the clauses in the General Terms are to facilitate reference and shall not be referred to or relied upon in the construction of any provision of the General Terms.
- 1.3. Words denoting the masculine gender include where the context so admits the feminine and neuter genders and vice versa.
- 1.4. Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- 1.5. Unless the context otherwise requires, references to Clauses stipulated herein are to be construed as references to the Clauses of the General Terms.
- 1.6. References to a statute or statutory provision includes a reference to that statute or statutory provision and all statutory instruments or orders made pursuant to it, as from time to time amended, extended, re-enacted or consolidated.
- 1.7. Any reference to "law" shall be construed so as to include, without limitation, any Act, ordinance, statutory or municipal, rule, regulation, ruling, decree or order enacted, issued or decreed by the Legislative Council of Brunei, the Government of Brunei or any bureau, minister, agency, court, regulatory body, authority, legislative body or department thereof.
- 1.8. Where the context so requires, the words "hereof", "herein", "hereto", "hereunder" wherever used shall refer to the Terms as a whole and not to any particular provisions only.
- 1.9. The expression "month" shall be calculated to be a period from a specific day to and including the day immediately preceding the day corresponding to the specific day in the subsequent month or if there be no such day in such subsequent month, the last day of that month.

- 1.10.** If the Platform or any Clauses under the General Terms does not provide for when a particular payment is due by the Subscriber, that payment will be due within seven (7) days of demand by the Service Provider.

2. Application of Terms

- 2.1. These are the Service Provider's General Terms applicable to all agreements with the Subscribers.
- 2.2. Upon Activation and use of any Service, the Subscriber is deemed to have read and understood the applicable Terms, having accepted and agree to be bound by the Terms stipulated herein, and such other applicable Terms and conditions which the Service Provider may introduce from time to time.
- 2.3. These General Terms shall be read in conjunction with, including but not limited to the following Specific Terms. The Specific Terms will apply based on the products and services the Subscriber subscribes to or purchases from time to time, except to the extent expressly excluded by the Specific Terms:

- 2.3.1. MOBI Specific Terms and Conditions of Service
- 2.3.2. EASI Specific Terms and Conditions of Services
- 2.3.3. Specific Terms and Conditions for Broadband Services
- 2.3.4. Merchant Partner Terms and Conditions
- 2.3.5. Fair Use Specific Terms
- 2.3.6. Platform Specific Terms
- 2.3.7. Privacy Policy Specific Terms

(collectively, "DST Terms"). The DST Terms, together with any other applicable terms shall be agreed between the Service Provider and Subscriber from time to time and shall form a service agreement with you immediately. To better understand your Services, rights and obligations, it is important that the Subscriber reads all the DST Terms.

- 2.4. Subject to applicable Law, if there is any conflict or inconsistency between any provision of the Specific Terms and the General Terms, such conflict or inconsistency shall, in the absence of any express agreement to the contrary, be resolved in the following order of precedence:
- 1. any other terms and conditions otherwise agreed between us in writing;
 - 2. the applicable Specific Terms; and
 - 3. the General Terms.

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency shall be resolved in a manner favourable to the Service Provider, to the fullest extent permissible under the applicable law.

- 2.5. If there is any inconsistency between the versions of the General terms, the most recent version on our website or Platform will prevail.
- 2.6. All rights conferred on the Service Provider under the General Terms with respect to any matter or event shall be additional to the said rights conferred under the Specific Terms or any other agreement with the Subscriber with respect to that matter or event.

3. Fees and Charges, Deposit, Interest and Taxes

- 3.1. The Service Provider shall determine and charge Fees and Charges for its Services and impose charges at the Prescribed Rate.
- 3.2. The Service Provider may, subject to the approval of the Regulator vary or revise any or all of them having always that such variation or revision shall take effect from the date of publication.
- 3.3. The Service Provider may offer value added services and/or supplementary services to the Subscriber on or via the Platform including but not limited to chargeable add-ons with respect to WtFast, Infinity SuperSpeed, eSim and/or Multisim. By subscribing and purchasing the services, the Subscriber shall pay the Fees and Charges billed to the Subscriber on a monthly basis.
- 3.4. The Subscriber shall only be charged Fees and Charges in respect of the Services including Add-Ons and value added services that the Subscriber has applied, subscribed, purchased, utilised and confirmed. The Fees and Charges in respect to the Services shall be at the amount, rate and tariff prescribed by the Service Provider and approved by the Regulator where applicable. All rates and tariffs shall be displayed on the Service Provider's Platform. For the avoidance of doubt, value added services may include supplementary subscriptions available to the Subscriber as prescribed on the Service Provider's Platform.
- 3.5. The Subscriber shall promptly pay all Fees and Charges including any Add-Ons and any other sums which may be due or payable to the Service Provider pursuant to the subscribed Services. All sums payable shall be in accordance to the total amount stated in each Bill, as the case may be, which the Service Provider will make available to the Subscriber on a monthly basis and where Services are on a pre-paid basis, such Fees and Charges shall be made available and paid prior to the utilisation of the particular Service.
- 3.6. Notwithstanding any provisions stipulated under this General Term, Specific Terms, Fair Use Policy or the Bill, the Service Provider may, at its discretion, make demands on Fees and Charges at any time, for any reason and in any circumstances, which includes, but not limited to, the following:
 - 3.6.1. where the Service is terminated either by the Service Provider or the Subscriber pursuant to the provisions under this General Term or the specific terms and conditions;
 - 3.6.2. where in the sole opinion of the Service Provider, the Service provided has been abandoned by the Subscriber; or
 - 3.6.3. where the usage of the Service by the Subscriber, indicated by the charges incurred, is significantly greater than the Subscriber's average use or exceeds its credit limit.
- 3.7. Subject to Clause 11.1 and without prejudice to Clause 5, the Service Provider may, without liability, suspend, restrict, disconnect or terminate the Service if any Fees and Charges or part thereof remains unpaid for more than thirty (30) days. Any reconnection fee or other charges may be imposed by the Service Provider for the reconnection of the Service shall be paid by the Subscriber.
- 3.8. Unless otherwise exempted by the Service Provider, the Subscriber shall always deposit with the Service Provider the amount as prescribed under the Specific Terms and/or any additional sums as may be requested by the Service Provider from time to time should the Service Provider deem such sum prescribed is insufficient. The Subscriber shall not be at liberty to require the Service Provider to utilise

any sum deposited with the Service Provider as payment of any Fees or Charges due and payable. The Service Provider:

1. shall be entitled to retain all sums deposited by the Subscriber with the Service Provider for so long as any Service (notwithstanding that it has been suspended) or continues to be provided or made available to the Subscriber; and
 2. may, at any time, utilise any or all the sums deposited with the Service Provider to settle any amount due, payable or owed to the Service Provider by the Subscriber provided always that a deposit does not relieve the Subscriber from his obligations to pay nor does it constitute a waiver of the Service Provider's right to suspend, disconnect, or terminate the Service due to any non-payment of the Subscriber.
- 3.9. The Service Provider shall be entitled to charge the Subscriber interest on any amount due or payable and remain unpaid after the stipulated time frame provided in the Bill at the Prescribed Rate calculated and compounded in the manner determined by the Service Provider from time to time provided always that the Service Provider shall be at liberty to debit any Account with respect to such interest.
- 3.10. The Subscriber shall bear and pay all required and relevant Taxes. If the Subscriber is required under the laws of Brunei Darussalam or the laws of any jurisdiction outside Brunei Darussalam to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to the Service Provider, the Subscriber shall make such deduction or withholding as required and the amount payable to the Service Provider shall be increased by any such amount necessary to ensure that the Service Provider receives a net amount equal to the amount which the Service Provider would have received in the absence of any such deduction or withholding.

4. Bills/Pre-Paid Fees and Charges

- 4.1. The Subscriber's monthly Bill (or bills issued at any other applicable interval) shall be made available to the Subscriber either through MyDST, or email, whichever applicable.
- 4.2. Notwithstanding Clause 4.1, the Subscriber may request for a printed Bill over the counter at any Authorised Centres of the Service Provider charged at a fee.
- 4.3. The Bill shall be deemed received by the Subscriber once it is generated and made available on the Subscriber's MyDST. The Service Provider shall have no obligation to notify the Subscriber of the Bill's availability. It is the sole responsibility of the Subscriber to periodically check MyDST or email for the availability of such Bill.
- 4.4. The Subscriber acknowledges and agrees to the followings:
- 4.4.1. The Subscriber shall be solely responsible for promptly reviewing and verifying the accuracy of each Bill issued. Any disputes, inaccuracies, or discrepancies relating to the Bill shall be raised in writing within fourteen (14) days from the date of the Bill ("**Issue Date**"), in accordance with Clause 4.2. Failure to do so shall constitute deemed acceptance of the Bill.
 - 4.4.2. The Subscriber shall fully co-operate with the Service Provider in any investigation of a disputed Bill by providing all requested information, documents and assistance necessary to assess, verify, or resolve the matter. Any failure or delay by the Subscriber requested by the Service Provider to investigate and authenticate any claim, allegation or issue raised by the Subscriber.
 - 4.4.3. He agrees that each Bill unless disputed per Clause 4.3.1, shall be interpreted by the Service Provider as accurate information on the items, entries, matters and sum due stated therein.

4.5. The Subscriber shall pay the Service Provider the total amount shown or stated as due or payable to the Service Provider on that Bill within the period prescribed therein or, in the absence of any such period being prescribed, within twenty-five (25) days after the date that such Bill is deemed to have been received pursuant to Clause 4.3 ("**Issue Date**").

4.5.1. In the event that the Subscriber disputes any amount stated in any Bill and intends to withhold payment of the amount, the Subscriber must give the Service Provider a written notice before the Due Date of the Bill and must state in such notice the grounds and reasons for such dispute. The Service Provider shall conduct a complete and objective review of such dispute and shall provide a written response to the Subscriber within thirty (30) days of its receipt of such written notice; Provided always that such investigation shall not relieve the Subscriber of any payment obligations which includes and but not limited to the disputed Bill.

4.5.2. Where interest is relevant, the Subscriber shall pay the interest at the Prescribed Rate on the amount determined (either by agreement between the Subscriber and the Service Provider or by any court of competent jurisdiction) to be due or payable to the Service Provider which the Subscriber has withheld payment of due to the dispute and pending the outcome of the investigation. Should the outcome of the investigation render the amount disputed due and payable by the Subscriber, the interest at the Prescribed Rate shall be calculated and compounded in such manner determined by the Service Provider as from the date when the amount should have become payable but for such dispute to the date of payment thereof.

4.6. A Subscriber who:

1. pays a Bill, and subsequently chooses to dispute any amount, item, entry or matter (excluding any amount, item, entry or matter relating to any amount debited to the Subscriber's Account in accordance with Clause) stated therein; or
2. has an amount (excluding any amount debited to the Subscriber's Account in accordance with Clause) deducted from Pre-Paid Fees, and subsequently chooses to dispute such deduction,

must give the Service Provider a written notice of such dispute not later than six (6) months from the date of such Bill, or deduction of Pre-Paid Fees, as applicable, providing all necessary details of and reasons for the dispute and supported by documentary evidence. If the Subscriber serves any such written notice on the Service Provider within the six (6) months period, then the Service Provider will conduct a complete and objective review of such disputed amount, item, entry, matter or deduction and will provide a written response to the Subscriber within sixty (60) days of its receipt of such written notice. Notwithstanding any provision in these General Terms to the contrary, the Service Provider's liability to the Subscriber in respect of a disputed deduction from Pre-Paid Fees shall not in aggregate exceed the amount of the Pre-Paid Fees.

4.7. Any overpayment by the Subscriber with respect to any amount, item, entry or matter stated in the Bill shall be credited by the Service Provider (without interest) to the relevant Account after the Service Provider has completed its investigations and is satisfied as to the error or inaccuracy of that amount, item, entry or matter.

4.8. The Service Provider may render a Bill in respect of Services monthly or at such other intervals or time after the Services have been rendered as the Service Provider may consider to be appropriate or convenient.

5. Credit Limit

- 5.1. The Service is subject to credit limits allocated to the Subscriber pursuant to the Service. The Service Provider may at any time at its sole discretion set credit limits for credit control purposes without the necessity of informing the Subscriber which shall operate as a threshold allowed for the total charges outstanding inclusive of unbilled charges. The credit limit shall be reviewed from time to time at the sole discretion of the Service Provider.
- 5.2. The Subscriber shall be responsible to ensure the use of the Service does not exceed the allocated credit limit and may request for a reduction or increase of the allocated credit limit from the Service Provider provided that such request for reduction or increase is deemed appropriate by the Service Provider.
- 5.3. In the event the Subscriber exceeds the credit limit, the Subscriber agrees that Service Provider shall reserve the right to bar or suspend the Service. The Service Provider shall not be liable for any loss or damages that the Subscriber may suffer due to any suspension or barring of Service should the Fees and Charges incurred by the Subscriber's usage exceeds the credit limit. Any failure by Service Provider to suspend or bar the Service shall not operate as waiver of rights.
- 5.4. Notwithstanding anything contrary herein, the Service Provider may also without notice, written or otherwise, impose notifications reminding the Subscriber that there are payments overdue or payable or will be payable. Failure to adhere to the notifications may result in the Services being suspended or terminated without any notice. Notwithstanding the above, the Service Provider shall not be under any duty to impose any notifications and/or ensure its receipt by the Subscriber, and any failure to do the same shall not operate as a waiver of any of the rights of the Service Provider hereunder.

6. Know Your Customer ("KYC") or electronic Know Your Customer ("eKYC") and Due Diligence

- 6.1. In order to use our Services including the MyDST wallet, the Subscriber will be required to undergo the KYC or eKYC for due diligence. You agree to undergo the respective KYC or eKYC and due diligence verification and further acknowledges and consents to the collection, processing, and verification of personal information and legal identification whether electronically or not, for the purpose of establishing and maintaining your MyDST Account and wallet.
- 6.2. You understand that the information you have provided to Service Provider including but not limited to face identification or any face recognition feature will be used solely for identity verification and compliance purposes.
- 6.3. You also acknowledge that providing false information will result in the suspension and/or termination of your mobile number and/or Services and may also lead to legal consequences.
- 6.4. You agree to cooperate with any additional verification procedures that may be required to complete the KYC, eKYC and/or due diligence process, and to promptly update your information with the Service Provider, if there are any changes or inaccuracies in the information you have provided.
- 6.5. The Service Provider may conduct KYC or e-KYC and due diligence in accordance with any applicable regulatory requirements, internal risk assessment and any other requirements deemed necessary.

- 6.6. Login credentials may be required for you to use your MyDST to view your account details and the Service Provider is not required and are unable to verify or investigate:

6.6.1. the authenticity of any transaction or activity conducted through your MyDST or referable to your login credentials; and

6.6.2. any transaction or activity conducted under any of the Services

You agree and acknowledge that you are solely responsible for maintaining the security and confidentiality of your MyDST Account credentials. Consequently, the Service Provider is not responsible or liable for any losses, costs, expenses, or damages suffered or incurred by you or any third party arising from unauthorised use, access, or any other misuse of your MyDST Account. This includes, but is not limited to, any financial loss, unauthorised transactions, or any other related harm, whether or not you have complied with our security guidelines.

We disclaim all liability for any unauthorised access or misuse of your account resulting from your failure to secure your account information, including but not limited to, passwords, personal identification numbers (PINs), and other login credentials. It is your responsibility to immediately notify us of any suspected unauthorised use or security breach to mitigate potential damages.

- 6.7. You agree that without limiting Clause 6.6 we may, at our discretion, and without stating any reasons whatsoever, take such verification measures which may include:

6.7.1. measures that require you to prove your identity or confirm or validate the actions conducted on your account by alternative means; and

6.7.2. measures declining or delaying to act on actions conducted on your MyDST account until your identity has been verified or such actions have been validated or confirmed in accordance with Clause 6.7.1 above.

7. Subscriber's Obligations

- 7.1. In using the Service Provider's Services and/or Equipment, the Subscriber shall comply with the followings:

1. be responsible for the use of the Equipment, Service and the content disseminated via the Service;
2. ensure at all times that all electronic devices and equipment used in relation to the Service are lawfully owned/used/possessed in compliance with the laws of Brunei Darussalam;

3. provide Service Provider with accurate and complete information and to inform Service Provider immediately of any changes to such information, including any changes of the Subscriber's address and/or contact particulars;
4. take all reasonable steps to prevent spamming, fraudulent, defamatory, offensive, improper, immoral and indecent actions or illegal use of the Service;
5. take all precautions to prevent loss, theft, cloning and/or unauthorised use of the SIM card and to immediately notify Service Provider upon happening of the same;
6. not to use or allow any part of the Service to be used;
 - (i) to advertise, transmit, store, post, display, or otherwise make available pornographic materials and/or any form of child sexual abuse material;
 - (ii) to transmit or for any illegal or improper purposes;
 - (iii) to advertise, transmit, post, facilitate or solicit any content, data, product and/or services that contain malware or any other harmful, damaging or destructive programmes or software;
 - (iv) without our prior written consent, use any Service, or permit any Service to be used, to directly or indirectly carry or transmit any data which does not belong to or originate from you, for the purpose of telecommunications or facilitating telecommunications between persons for the purpose of marketing, sale or provision of any telecommunications service or facility to any person or for re-selling any Service;
 - (v) to make or attempt any illegal or unauthorised access to any part or component of the Service or to carry out or attempt any activity (including preparatory work) involving system penetration (i.e. port, stealth, security or penetration scans or other information gathering activity) on Service Provider's servers or network;
 - (vi) to disrupt or undermine the security of the various networks and systems that are connected to the Service or violate the regulations, policies or procedures of such networks;
 - (vii) to violate any party's rights or affect other Subscribers' enjoyment of or access to any Service or cause annoyance, embarrassment, harassment, irritation, nuisance or any kind, inconvenience or anxiety to anyone, e.g. denial of service attacks, pinging and mailbombing, fraud or pirating software; or
 - (viii) to engage in any activity that it is in the opinion of Service Provider to be harmful to the Subscribers, operations, reputation or goodwill of Service Provider.
7. not transfer the Service Number and SIM card used in relation to the Service to any other person without prior written approval of Service Provider. Provided always that all outstanding Bills are fully settled and where accounts are transferred prior to full settlement of the relevant Bill, Service Provider shall be at liberty to forfeit the deposit and loyalty points if not

redeemed prior to transfer (if any) and further require new deposits to be provided by the Subscriber for the new account.

8. be responsible to examine any device received to ensure it has not been modified, altered or tampered with, ensuring its functionality and compatibility is to the Service Provider's satisfaction and subsequently returning any devices (where applicable) in the same condition thereby received under consideration of reasonable 'wear & tear'.
9. only apply for and engage the Services if you are of eighteen (18) years of age or older or have written consent by your guardian.

8. Subscriber Request

- 8.1. The Service Provider shall not be obliged to provide, carry out or implement any Subscriber Request in the absence of any express agreement or confirmation by Service Provider to do so and Service Provider's acknowledgement of Service Provider's receipt of any Subscriber Request shall not constitute an agreement or confirmation by Service Provider to provide, carry out or implement the same.
- 8.2. Any Subscriber Request which the Service Provider has agreed or confirmed it would provide, carry out or implement shall be provided, carried out and implemented by Service Provider subject to this General Terms and Specific Terms (if any) relating thereto and such other terms as Service Provider may stipulate and within such time or period as Service Provider may determine having regard to the circumstances and the resources available, notwithstanding any time or period that may have been stipulated by the Subscriber.
- 8.3. The Service Provider may, at its discretion, impose and charge fees and charges at such rate or in such amount and calculated in such manner as Service Provider may determine in respect of any implementation, cancellation or revocation of any Subscriber Request and any Subscriber Request which is expressed or intended to supersede any earlier Subscriber Request shall constitute a cancellation of the earlier Subscriber Request.
- 8.4. If the Subscriber requests any deferment of the implementation of any Subscriber Request which the Service Provider had agreed or confirmed that it would provide, carry out or implement, the Service Provider may, at its discretion, impose a charge for such deferment at such rate or in such amount and calculated in such manner as Service Provider may determine at that time.

9. Access to Premises and Charges for Attendance and Inspection

- 9.1. The Service Provider may from time to time require access to premises occupied or controlled by you and to remain on such premises for such period as may be required in order to full the Subscriber Request or do any of the followings:
 - 9.1.1. to carry out any inspection, repair or testing of any Equipment and any other equipment relevant to the provision of any Service;
 - 9.1.2. to check and verify the manner in which any Service is being utilised by the Subscriber and the compliance by the Subscriber with the General Terms, Specific Terms and applicable laws in the use of any Service or any Equipment;
 - 9.1.3. to install, collect, remove, maintain or replace any Equipment; and/or

9.1.4. for any other purpose necessary for the provision of Services to you.

In such event, you agree to allow the Service Provider or its authorised installers be allowed, to enter any premises occupied or controlled by you.

2. If any authorised personnel or contractor of Service Provider is required to visit any premises (other than the premises occupied by the Subscriber) to inspect, test, repair, install, remove or replace any Equipment and/or software used by the Subscriber in connection with any Service, Service Provider shall be entitled to charge the Subscriber for each visit and/or for the work carried out by its personnel or contractor at any such premises for the purpose at such rate or in such amount and calculated in such manner as Service Provider may determine at the time unless such visit is made to repair or replace any Equipment in discharge of any obligation by Service Provider under any warranty given by Service Provider to Subscriber with respect to that Equipment.
3. In the event that the Subscriber cancels any appointment made with Service Provider's personnel or contractor to visit any premises to install, inspect, maintain or repair any Equipment; or Service Provider's personnel or contractor is unable at the date and time specified in any such appointment to gain access to the premises or to carry out such installation, inspection, maintenance or repair for any reason not attributable to Service Provider or its personnel or contractor,
 - 3.1. Service Provider may, at its discretion, charge the Subscriber such fee for the cancellation or the visit of Service Provider's personnel or contractor to the premises on that date at such rate as may be determined by Service Provider.

10. Service, Equipment and Software

- 10.1. The Subscriber shall be responsible and liable for obtaining and maintaining in the Subscriber's name and at the Subscriber's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of any Service or the installation or the use of any Equipment in conjunction therewith for the entire duration during which the Service is provided or made available to the Subscriber.
- 10.2. The Subscriber shall:
 1. ensure that any and all electronic devices and equipment connected to or used in conjunction with any Service is accordance with the Law and/or compatible with Service Provider's Services and shall obtain the prior written approval of Service Provider before any electronic devices and equipment is connected to any telecommunications system operated by Service Provider, or any Equipment, except where Service Provider has dispensed with the requirement for such approval;
 2. promptly comply with all notices, instructions or directions given by Service Provider in respect of the installation, use or operation of the Service and all relevant Equipment;
 3. where required by Service Provider, at his own expense, carry out such additions, improvements, adjustments, modifications, alterations or replacements to any electronic devices, equipment (other than Equipment) and software which is connected to any telecommunications system operated by Service Provider or, to any Equipment, as and when required by Service Provider for the purpose of maintaining quality or increasing efficiency of

any Service or efficiently handling the volume or increased volume of telecommunications traffic or for any other purpose whatsoever;

4. install, use and keep all Equipment in good working condition (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of the manufacturer or distributor thereof and Service Provider, and shall disconnect or cease to use any such Equipment at the request of Service Provider;
5. retain all Equipment at all times in the custody and control of the Subscriber at the premise(s) occupied by the Subscriber or at such other premise(s) as Service Provider may have approved in writing;
6. provide at his own expense, when required by Service Provider, all facilities and resources whatsoever necessary for the proper installation, operation and maintenance of the Service and all Equipment, including but not limited to, power sockets, electricity, conduits, pipes and appropriate access, licence, way-leave, or easement rights; and
7. ensure that all electronic devices and equipment (other than Equipment) used or installed by or for the Subscriber in conjunction with any Service is compatible and may properly function and operate with all other electronic devices and equipment used or installed for the purpose.

10.3. The Subscriber shall not:

1. use or permit the use of any Service or install, connect, link or use (or permit the installation, connection, linking or use) of any telecommunications or broadcasting equipment in contravention of any Law or any Subscriber Agreement or in any manner in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person or which would disrupt the provision or operation of any telecommunications service or broadcasting service by Service Provider;
2. carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any Equipment without the prior written consent of Service Provider;
3. without the prior written consent of Service Provider, use, or permit any Service to be used, in any way directly or indirectly carry or transmit (or facilitate the carriage or transmission) of any message, data or information which does not belong to or originate from the Subscriber, for the purpose of (or in conjunction with) marketing, sale or provision of any telecommunications service or facility to any person or re-selling any Service;
4. allow or permit any person to utilise the Service or any Equipment or retain possession of any Equipment without the prior written approval of Service Provider; or
5. use or permit any Service or any telecommunications equipment or broadcasting equipment to be used in any manner or for any activity whatsoever which generates or is likely to generate telecommunications traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of any telecommunications service by Service Provider.

10.4. Where the Fees and Charges imposed by Service Provider on the Subscriber for the Service are based on any particular use (or use for any particular purpose), the Subscriber shall not utilise or permit the Service to be utilised for any other use or purpose without first notifying and obtaining the consent of

Service Provider thereto and Service Provider may impose different Fees and Charges for such other use or purpose. In the event that the Subscriber fails to notify and obtain Service Provider's consent to any change in the purpose for which the Service is used, Service Provider shall be entitled to retroactively impose the appropriate Fees and Charges for such use after discovering the change and/or terminate the Service.

- 10.5. Service Provider may at any time change or upgrade any telecommunications equipment or broadcasting equipment, system or network maintained or operated by Service Provider or any Equipment and in such event, the Subscriber shall change, upgrade, acquire and/or install all such electronic devices, equipment and/or software that may be necessary, at his expense, in order to continue to enjoy or utilise any Service.
- 10.6. The Subscriber shall permit Service Provider to upgrade or replace any Equipment at any time and shall, at the request of Service Provider, promptly return any Equipment in exchange for any replacement or upgrade.
- 10.7. Notwithstanding any provision in these General Terms to the contrary, Service Provider assumes no responsibility or obligation to upgrade or replace any Equipment (whether or not consequent to any change or upgrade of any system or network maintained or operated by Service Provider) to ensure the continuity of any Service.
- 10.8. The Subscriber shall conduct their own investigations and enquiries to verify the accuracy of any information (including any number) provided by Service Provider (whether or not as part of any call tracing service) relating to the source from which any call, signal or transmission (whether to any electronic devices and/or equipment of the Subscriber or any person) originates and shall not rely solely on such information to lodge any complaint or take any action against any person.
- 10.9. Service Provider does not represent, warrant, guarantee or assume any responsibility for the quality of any Service or signals or data transmitted as part of any Service (including but not limited to telephone, facsimile, broadband and television transmissions) and shall not be liable for any loss or damage which may be caused by the loss or mutilation of any signals or data at any stage of the transmission, whether in progress or completed.
- 10.10. Where the Subscriber purchases any electronic devices and/or equipment from Service Provider, Service Provider shall transfer to the Subscriber such manufacturer's warranties as may be capable of transfer to the Subscriber. The Subscriber acknowledges and agrees that this Clause constitutes the Subscriber's sole and exclusive remedy and Service Provider's sole and exclusive liability in respect of any defects, faults or failure in or of such electronic devices and/or equipment. All implied or statutory warranties and all other warranties implied by law as to merchantability, quality or fitness for a particular purpose, or otherwise arising from the course of dealing or usage of trade or any other express or implied warranties or representations are excluded. In particular, Service Provider does not warrant that any such equipment is fault-tolerant or is designed, manufactured or intended for use for medical or any other purposes for which the failure of the electronic devices and/or equipment purchased could lead to death or personal injury.

11. Suspension and Termination

- 11.1. The Service Provider may suspend (indefinitely or for such period as Service Provider may consider appropriate) and/or terminate (including terminate after suspension) any of your Services at any time by giving not less than three (3) days' notice thereof to the Subscriber and stating its reason(s) for the

suspension or termination of the Services. Where appropriate, such notice may also contain details on how you may remedy the situation to resume your Services.

11.2. The Service Provider may suspend (indefinitely or for such period as Service Provider may consider appropriate) or terminate (including terminate after suspending) any or all Services at any time after the occurrence of any of the following events, without giving any prior notice thereof to the Subscriber:

11.2.1. Any failure, interruption, disruption or congestion of or in any telecommunications network, system or services (whether of Service Provider or any other person);

11.2.2. If, in the opinion of the Service Provider:

(i) the Subscriber has used, attempted to use or is likely to use any Service or Equipment subscribed by them in contravention of any law or any Subscriber Agreement or in any manner or in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person or which would disrupt the provision or operation of any telecommunications service or broadcasting service by the Service Provider; or

(ii) the Subscriber has breached any material obligation in any agreement with the Service Provider;

11.2.3. any gift or consideration of any kind was offered or given to any officer, employee, agent or contractor of Service Provider as an inducement or reward in connection with the provision of any Service or Equipment;

11.2.4. any action is taken by any creditor of the Subscriber to recover, realise or enforce any security over any assets of the Subscriber or to enforce any judgment against the Subscriber;

11.2.5. if the Service Provider determined that the Subscriber has created, imminent harm whether physically or not (e.g interruption, disruption or congestion), perpetrated a fraud on the network or Service Provider or has conducted itself in a manner which may result in perpetrating (or which, in the opinion of Service Provider, constitutes and attempt to perpetrate) a fraud on Service Provider;

11.2.6. the Service Provider is acting in compliance with a requirement, direction or instruction of any relevant regulatory authority or law enforcement body;

11.2.7. the death or mental incapacity of the Subscriber;

11.2.8. if the Service Provider is unable to obtain or maintain any licence, permission or easement necessary for the provision or the maintenance of the Service;

11.2.9. if in the opinion of any relevant regulatory authority or law enforcement body, it is not in the public interest to continue providing Services to the Subscriber for any reason whatsoever.

11.3. The suspension or termination of any Service shall be without prejudice to:

1. any other right which Service Provider may have whether under this General Terms or otherwise; and

2. the rights of Service Provider or the obligations of the Subscriber under any Subscriber Agreement or any indemnity given by the Subscriber to Service Provider thereunder.
- 11.4. Where any Service has been suspended or deactivated (whether or not at the Subscriber's request), the Subscriber shall continue to pay those Fees and Charges in respect of:
 - 11.4.1. that Service for the period during which the Service has been suspended; and
 - 11.4.2. in the event the Service is reconnected, reinstated or reactivated, in respect of any and all applicable reconnection charges of Service Provider.
- 11.5. The Subscriber may terminate the Service by giving Service Provider a minimum one (1) month prior written notice provided always that the Service may not be terminated by the Subscriber before the expiry of six (6) months from the date of Activation of the Service.
 - 11.5.1. Clause 11.8 is subject to any overriding clause within the Specific Terms which would prevail, including imposition of any penalties or other conditions. Wherein in such case, any such clause in the Specific Terms would override this Clause in the General Terms.
- 11.6. In the event that any Service is terminated:
 - 11.6.1. all sums due or accruing due or payable to the Service Provider with respect to that Service and/or the use of any Equipment up to the date of termination and all sums due or payable to the Service Provider on any and all Accounts shall upon termination become immediately due and payable to the Service Provider;
 - 11.6.2. the Subscriber shall immediately return to Service Provider all Equipment used in relation to that Service in good working condition, fair wear and tear only excepted; and/or
 - 11.6.3. Service Provider shall be entitled to charge the Subscriber the cost incurred by Service Provider in repossessing or acquiring a replacement of any Equipment which the Subscriber has failed to return to Service Provider and/or of acquiring a replacement of any Equipment which is returned to Service Provider in a damaged or defective condition.
- 11.7. Where any Service in respect of which the Subscriber is under an obligation to subscribe or use for any stipulated or minimum period is terminated (whether by Service Provider or the Subscriber) before the expiry of that period, the Subscriber shall:
 - 11.7.1. pay the amount prescribed by the Service Provider for termination or cancellation of the Service before the end of that period;
 - 11.7.2. in the absence of any such amount being prescribed, the Subscriber shall notwithstanding the termination of the Service pay those Fees and Charges in respect of that Service which are calculated or imposed with reference to any time frame or interval for the remainder of that period and the aggregate of all such Fees and Charges shall become immediately due and payable on termination, in the absence of any Specific Terms to the contrary.
- 11.8. The Service Provider may, at its absolute discretion and subject to any Subscriber Agreement relating thereto and any other terms which the Service Provider may impose, reinstate any Service which has been suspended or terminated subject always to the terms of the Subscriber Agreement thereto.

12. Service Number, Intellectual Property and other Rights

12.1. The Subscriber shall not acquire any right or interest in:

1. any Service Number notwithstanding the duration for which such Service Number may have been assigned or used by the Subscriber or any payment which may have been made by the Subscriber for it; or
2. any and all Intellectual Property and all of such property shall remain at all times with the Service Provider or its licensor, as the case may be. The Subscriber may not use or permit anyone to any Intellectual Property except as may be necessary for the Subscriber's lawful use of the Services or as permitted by.

12.2. The Service Provider may at any time terminate the availability of any Service Number or change, re-assign or replace any Service Number without giving any reason therefor and shall not be liable for any loss, damage or inconvenience or otherwise, attributable to the change, reassignment or replacement of the Service Number.

12.3. The Service Provider and/or its affiliates own the Service Provider Intellectual Property. The Subscriber agrees not to use, copy, modify, decompile or reverse engineer, or allow anyone to do the same, in respect of any the Service Provider Intellectual Property, except as allowed by the Service Provider in writing or as may be necessary for your lawful use of the Services.

12.4. The Subscriber shall not use any or permit any person to use any the Intellectual Property of the Service Provider except in such manner as may be prescribed or permitted in writing by the Service Provider and subject to such terms and conditions as the Service Provider may impose and in any case only for the purpose of enabling the Subscriber to utilise the Service.

12.5. The Subscriber acknowledges and agrees that the Service Provider does not warrant the nature or content of any materials which the Subscriber may gain access to, obtain or use as a result of or by means of or in the course of utilising any Service. In particular, the Service Provider does not warrant that such materials will not infringe any person's rights (including intellectual property rights) or contain any viruses, worms, Trojan horses or other malicious code.

13. **Subscriber's Indemnity and Liability**

13.1. The Subscriber shall fully indemnify and hold harmless the Service Provider, its employees, directors and agents at all times against all actions, claims, proceedings, costs (including legal costs incurred by the Service Provider in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against the Service Provider, its employees, directors and agents by any person and/or which the Service Provider may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:

- 13.1.1. the use or operation by the Subscriber or any person in any way (whether with or without the authorisation and/or permission of the Subscriber) of any Service, Equipment or provided to the Subscriber;
- 13.1.2. any picture, material or statements howsoever published or circulated by the Subscriber or any person in the course of the use of any Service, Equipment or software which the Service Provider deems inappropriate;

- 13.1.3. any damage to any electronic devices, equipment and/or Equipment operated or used by the Subscriber or any other person (whether with or without the authorisation and/or permission of the Subscriber);
 - 13.1.4. the Subscriber's negligence, omission, act or breach of any Subscriber Agreement;
 - 13.1.5. any loss of or damage to or any modification or alteration of any Equipment, howsoever caused or occurring at any time after the same shall have been delivered or provided by the Service Provider to the Subscriber or any person designated by the Subscriber and before the same is returned to the Service Provider; and/or
 - 13.1.6. the enforcement by the Service Provider of any rights against the Subscriber under any Subscriber Agreement and/or any proceedings commenced by the Service Provider for such purpose.
- 13.2. Where any Service subscribed by the Subscriber is used in any way for the purpose of or in conjunction with the marketing, sale or provision of any telecommunications or broadcasting service or facility to any person or for the purpose of re-selling any Service in breach of any of the provisions of any Subscriber Agreement or the law:
- 1. the Service Provider shall be deemed to have been deprived of all the business and revenue generated from the sale or provision of any such telecommunications or broadcasting service or facility by or in conjunction with the use of the Service and the re-sale of the Service, if any, by the Subscriber or any such other person as a consequence;
 - 2. the Service Provider shall in addition to all its other rights and remedies arising therefrom be entitled to recover from the Subscriber an amount representing the total amount of all such business and revenue;
 - 3. The Subscriber shall at the request of the Service Provider provide the Service Provider with all information and documents relating to all such sales, business and revenue and procure that the Service Provider and the consultants and advisers engaged by the Service Provider be given access to and be allowed to inspect all the books and records of each and all the Subscriber to determine the value or amount of such business and revenue; and
 - 4. The Service Provider may, if it so decides, elect to apply its rates and charges for the Service or facilities used or sold in contravention of any of the provisions of any Subscriber Agreement in determining the amount recoverable by the Service Provider under this Clause 13.2.

14. Exclusion and Limitation of Liability of the Service Provider

- 14.1. Notwithstanding any other provision in any Subscriber Agreement and to the fullest extent permissible under the applicable Law, the Service Provider shall not be liable in any way to the Subscriber whether at law, in equity or otherwise, whether such liability is based on breach of contract, indemnity or warranty, in tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect Loss (including loss of revenue, profits, pure economic, financial loss, any consequential loss, or any loss arising from:
- 1. any breach or failure by us to perform any of our obligations under any Subscriber Agreement;
 - 2. any third party services provided by any third party service providers (including non-provision of services);

3. any failure, delay, interruption to or disruption of Service (including deterioration in quality or any signal or data transmitted as part of or through any Service);
4. any defect or deficiency in or the breakdown or failure of any Equipment, software or system (whether or not maintained or operated by the Service Provider or any other person), or the incompatibility of any Equipment or software with any other system or equipment;
5. any defect, deficiency or deterioration in quality, or any signal or data transmitted as part of any Service;
6. any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the Subscriber or otherwise) transmitted to or stored in any system, equipment or electronic devices (whether or not maintained or operated by the Service Provider, the Subscriber or any other person), howsoever caused or arising;
7. any event in the occurrence of which the Service Provider is unable to control or avoid by the use of reasonable diligence, including but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, plague, epidemic or quarantine, fire, flood, drought or acts of any government or sovereign, change in any Law, acts of war or terrorism (whether real or perceived), inclement or extreme weather conditions, natural disasters and acts of God or events beyond the control of the Service Provider which continues to persist for a period of three (3) months;
8. any Force Majeure event;
9. the disclosure by the Service Provider, or the use by any person, of any information or data relating to the Subscriber, any Service Number or any Account; and
10. any error, omission or inaccuracy in any information provided by the Service Provider to any party.
11. Notwithstanding any other provision in any Service Agreement, but subject always to the exemptions and exclusions set out in Clause 14.1 above, the Service Provider's liability to the Subscriber whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any and all losses, damages or liabilities caused or arising from any breach, failure or default of the Service Provider to perform any of its obligations or duties to the Subscriber (whether arising under any Subscriber Agreement or at law) with respect to any Service shall not in aggregate exceed the amount equal to only those Fees and Charges in respect of the Services you have subscribed to and imposed with reference to any time frame or interval (but not usage) for the period of three (3) months immediately preceding such breach, failure or default on the part of the Service Provider or, if the amount of those Fees and Charges for such period is zero, the amount equal to the total amount of the Fees and Charges paid by the Subscriber to the Service Provider for the same period.

15. **Amendment and Variation**

- 15.1. The Service Provider reserves the right, at its sole discretion and without the need for Subscriber consent, to amend, vary or supplement any Subscriber Agreement (including but not limited to the General Terms, Specific Terms, Fair Use Policy, any applicable Fees and Charges, the Prescribed Rate and/or any other terms or conditions relating to any Account or Service). Any amendment, variation or supplement shall take effect on the date specified in a notice issued by the Service Provider, which shall

be no less than seven (7) days from the date of such notice, unless otherwise required by law or regulation.

Notice of any such amendment, variation or supplement shall be given in any manner deemed appropriate including but not limited to publication in any newspaper of general circulation in Brunei Darussalam, posting on the Service Provider's official website, or by any other method of public dissemination as determined by the Service Provider. Such notice shall be deemed to constitute valid and sufficient notice to the Subscriber and shall be deemed received by the Subscriber on the date of such publication, posting, or dissemination, as applicable in accordance with Clause 20.

- 15.2. The Subscriber shall be bound by any such amendment, variation or supplement from the effective date stated in the notice. Continued access or use of any Service by the Subscriber after the effective date shall constitute conclusive and irrevocable acceptance of the amended, varied, or supplemented terms, which shall supersede any prior agreement or arrangement between the Subscriber and the Service Provider to the extent of any inconsistency. s.

16. Waiver

- 16.1. No failure to exercise or enforce, and no delay on the part of the Service Provider in exercising or enforcing its rights under any this General Terms, Specific Term, Subscriber Agreement and Fair Use Policy shall operate as a waiver thereof nor shall such failure or delay in any way prejudice or affect the right of the Service Provider at any time thereafter to act strictly in accordance with its rights and powers under such General Terms, Specific Term, Subscriber Agreement and Fair Use Policy.

17. Confidentiality and Non-Disclosure

- 17.1. You shall treat at strictly confidential and shall not, without the prior written consent of the Service Provider, use (except solely for the purpose of accessing and using the Services) or disclose to any third party any information of any nature relating to the Service Provider, its business, operations, systems, customers, contractors, or affiliates, whether disclosed directly or indirectly, and whether in written or oral, electronic, or any other form. This obligation shall survive termination or expiry of any agreement between you and the Service Provider. This restriction shall not apply to information that is or becomes publicly available other than as a result of any act or omission by you in breach of this clause.

18. Right to Collect, Use and Disclose data and information of the Subscriber

- 18.1. In considering whether to approve any application for the Service, the Service Provider is authorised, in its sole discretion, to conduct such inquiries, investigations, and assessments as it deems necessary, including but not limited to obtaining and evaluating the creditworthiness or credit information of the proposed Subscriber from any relevant source.
- 18.2. The Subscriber expressly consents to and authorises the Service Provider to collect, access, use, store, process, and disclose any information relating to the Subscriber (including personal and credit information), as may be necessary for the provision, operation, support, and administration of the Services. Such processing shall be carried out in accordance with applicable laws and regulations in Brunei Darussalam and in line with internationally accepted data privacy principles, including transparency, purpose limitation, and data security.
- 18.3. The Service Provider may, without further notice to or consent from the Subscriber, disclose such information to:
 - 18.3.1. its related corporations, affiliates, parent or holding companies, or corporate shareholders;

- 18.3.2. third-party service providers, contractors, agents, and business partners engaged in connection with the development, delivery, maintenance, or improvement of the Services;
- 18.3.3. professional advisers, auditors, legal counsel, or insurers where reasonably required; and
- 18.3.4. any governmental, regulatory, law enforcement, or judicial authority where such disclosure is required or permitted under the laws of Brunei Darussalam or pursuant to lawful request.

The Subscriber acknowledges and agrees that such disclosures may involve cross-border data transfers where necessary, and consents to the transfer of their information to jurisdictions outside of Brunei Darussalam, provided that reasonable steps are taken to ensure the information continues to be protected in a manner consistent with applicable legal standards.

19. Assignment

- 19.1. The Subscriber shall not assign, transfer, charge, or otherwise deal in any manner with any of its rights, interests, or obligations under any Subscriber Agreement, whether in whole or in part, without the prior written consent of the Service Provider. Any purported assignment or transfer in breach of this clause shall be null and void.
- 19.2. The Service Provider may at any time, without the consent of the Subscriber, assign or transfer any or all of its rights, interests and/or obligations under any Subscriber Agreement to any third party at its sole discretion. Any such assignment or transfer shall take effect immediately upon execution by the Service Provider and the relevant third party. Upon such assignment or transfer:
 - 1. all references to the Service Provider in the Subscriber Agreement, including the General Terms, Specific Terms and Fair Use Policy shall be deemed to refer to the assignee or transferee; and
 - 2. the assignee or transferee shall acquire all rights and assume all obligations of the Service Provider under the Subscriber Agreement, and shall be entitled to receive all sums due or to become due from the Subscriber from the effective date of the assignment or transfer, and the Service Provider shall be released from all such obligations..
- 19.3. The Service Provider may at any time novate any Subscriber Agreement, in whole or in part, to any third party, and by entering into the Subscriber Agreement or continuing to use the Services, the Subscriber irrevocably consents in advance to any such novation. Upon the effective date of any novation:
 - 19.3.1. all references to the Service Provider in the Subscriber Agreement including the General Terms, Specific Terms and Fair Use Policy shall be construed as references to the novatee; and
 - 19.3.2. the novatee shall assume all rights and obligations of the Service Provider under the Subscriber Agreement and shall be entitled to receive all sums due or accruing due from the Subscriber from the date of novation, and the Service Provider shall be fully discharged from further performance under the Subascriber Agreement.

20. Applicable Laws and Jurisdiction

- 20.1. The Subscriber Agreement relating to any Service or Equipment shall be subject to and construed in accordance with the laws of Brunei Darussalam.

20.2. The Subscriber hereby agrees that any claims and disputes relating to or arising from the Subscriber Agreement, including any question regarding the existence, validity or termination of the Subscriber Agreement may be referred to the exclusive jurisdiction of the Courts of Brunei Darussalam.

20.3. The Service Provider may serve any writ, summons, process or documents to the Subscriber by leaving it at or posting it to your last known address (whether a post office box or a place of residence, business or otherwise). Regardless, the Service Provider may also serve such writ, summons, process or documents in any other manner permitted by law. The Service Provider is taken to have received our writ, summons, process or documents:

20.3.1. If left at the Subscriber last known address immediately; and

20.3.2. If posted to you last known address, on the second (2nd) day after posted to your postal address within Brunei Darussalam,

And you are taken to have sufficient notice of such writ, summons, process or documents.

21. Notices and Correspondence

21.1. All notices and communications by the Service Provider (excluding Bills in relation to which Clause 4 shall apply) to the Subscriber may be sent to the Subscriber by delivery, post, e-mail or any other means deemed appropriate by Service Provider to the address or e-mail of the Subscriber appearing in any record of the Subscriber maintained by Service Provider. Any notice, demand or communication addressed and despatched to the Subscriber is deemed received by the Subscriber:

1. in the case of despatch by e-mail or other instantaneous electronic communications, immediately upon transmission by the Service Provider;
2. in the case of despatch by delivery to an address, on the date and time it was delivered or left at that address; or
3. in the case of by way of post, on the next day after it was posted by the Service Provider.

21.2. All notices and requests from the Subscriber to the Service Provider shall be in writing unless specified by the Service Provider. The Service Provider shall be entitled to disregard any notice or request of the Subscriber where the receipt has not been confirmed by the Service Provider.

21.3. The Subscriber acknowledges that while email is used as a method of communication between the Service Provider and the Subscriber, the Subscriber assumes the risks inherent in such form of communication including the risk of non-delivery, wrong delivery, disruption in delivery or truncated or illegible delivery. The Service Provider shall not be liable to you for any Loss arising by reason of use of any of the above methods of communication.

22. Force Majeure

22.1. Without limiting the generality of any provision in these Terms, the Service Provider is not be liable for any delay or failure to perform its obligations under this Agreement resulting from matters beyond the Service Provider's reasonable control.

- 22.2. The Services may occasionally be affected by interference caused by events or objects beyond the Service Provider's control such as network failure, buildings, underpasses and weather conditions, electromagnetic interference, equipment failure or congestion in the operation system of the Services. In the event of such interference, Service Provider is not responsible for any inability to use or access the Services herein, interruption or disruption of the Services and any of the resulting losses you may incur therefrom.

23. Severability

- 23.1. Any part of this Agreement that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other part of the Subscriber Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

[the remaining of this page is intentionally left blank]