

Terms and Conditions - Auto Data Add-On

1. Description

- 1.1. The Auto Data Add-On is a default safety feature of a Subscriber's mobile plan that automatically provisions and charges an additional data bundle when the Subscriber's main data bundle and any active data add-ons are fully utilised.
- 1.2. The feature enables Subscribers to stay connected with continued connectivity once their main data bundle or active data add-ons (excluding Edupack, Social Pack, and Video Pack) are fully utilised.
- 1.3. The Terms and Conditions governing the Auto Data Add-On are to be read together with the General Terms and Conditions.

2. Applicability and Conditions

- 2.1. The Auto Data Add-On applies to eligible Mobi and Enterprise postpaid Subscribers on supported plans, except Mobi 80 and Unlimited plans.
- 2.2. The Auto Data Add-On will only be applied where all of the following conditions are met:
 - 2.2.1. the Subscriber's subscription status is active (i.e. not suspended, barred, or terminated);
 - 2.2.2. the Subscriber's main data bundle and all other applicable data add-ons (excluding Edupack, Social Pack, and Video Pack) have been fully utilised or exhausted; and
 - 2.2.3. the Subscriber has sufficient or available credit limit (as applicable).
- 2.3. The Auto Data Add-On shall continue to be automatically applied upon subsequent exhaustion of each Auto Data Add-On provided that the conditions set out in Clause 2.2 remain satisfied.
- 2.4. This feature is not applicable to subscribers of the Mobi 80 or Unlimited plans. For Mobi 80 plan subscribers, high-speed data access will be reduced (throttled) upon reaching their monthly data allowance. A manual purchase of a data add-on is necessary to restore the normal high-speed data access.

3. Automatic Application and Acknowledgement

- 3.1. The Auto Data Add-On is automatically applied to eligible Subscribers and forms an integral part of the Subscriber's mobile plan. It does not require separate activation.
- 3.2. The Auto Data Add-On cannot be deactivated or opted out of.
- 3.3. By subscribing to and/or continuing to use the mobile service, the Subscriber irrevocably acknowledges, accepts, and authorises the automatic provisioning and charging of the Auto Data Add-On. Each instance of data usage following

notification (whether received or not) shall constitute a renewed and reaffirmed acceptance of these Terms.

- 3.4. Subscribers are advised to monitor their data usage and may purchase data add-ons in advance to better manage usage and charges and to avoid automatic activation of the Auto Data Add-On.
- 3.5. To ensure that Subscribers have continued connectivity, DST will automatically apply the "Auto Data Add-On" when the Subscriber's data bundle and any active data add-ons are fully exhausted within any given period or month.
- 3.6. The Auto Data Add-On will be applied and continue to apply in the circumstances set out in Clause 2.2.
- 3.7. The Auto Data Add-On will activate upon exhaustion of the Subscriber's main data bundle irrespective of any active Edupack, Social Pack, and Video Pack add-ons, as such packs are limited to specific designated applications and do not form part of the main data bundle for the purposes of these Terms.

4. Trigger and Auto-Provisioning

- 4.1. Upon reaching 100% utilisation of the main data bundle and exhaustion of all active data add-ons (excluding Edupack, Social Pack, and Video Pack), the Auto Data Add-On shall be automatically activated
- 4.2. Additional data add-ons shall continue to be automatically provisioned upon exhaustion of each subsequent data bundle subject to applicable credit limits of the Subscriber.
- 4.3. Where a manually purchased data add-on is active, the Auto Data Add-On feature shall be temporarily suspended and will only resume upon full utilisation of both the main data bundle and the manually purchased data add-on.
- 4.4. The size, validity, and price of each data add-on shall be determined and communicated by DST from time to time.
- 4.5. Subscribers acknowledge and agree that DST does not warrant and guarantee that the Auto Data Add-On feature will operate continuously, without interruption, or be free from error at all times.
- 4.6. DST reserves the right to suspend and/or temporarily disable the Auto Data Add-On feature for the purposes of scheduled maintenance, upgrades, or improvements to its systems and network.

5. Charges, Pricing and Validity

- 5.1. Each Auto Data Add-On bundle shall provide 1GB of data and shall be charged at a flat rate of B\$3.00.
- 5.2. Each Auto Data Add-On shall be valid for a period of one (1) day (24 hours) from the date and time of activation.

- 5.3. The Auto Data Add-On shall continue to be purchased pursuant to the conditions set out in Clause 2.2.
- 5.4. The Subscriber acknowledges that multiple Auto Data Add-Ons may be automatically activated and charged within a single billing cycle.
- 5.5. The Auto Data Add-On replaces standard Pay-As-You-Use (PAYU) data charges. Accordingly, upon exhaustion of the base data bundle, the Subscriber will not be charged at the standard PAYU rate of B\$0.001 per 200KB, and data usage shall instead be subject to automatic activation of Auto Data Add-Ons.
- 5.6. All charges incurred are final and non-refundable. Without limiting the foregoing, no refund shall be issued on the basis that (a) the Subscriber was unaware of the charge; (b) data was consumed by background applications or automatic device updates; (c) the Subscriber failed to monitor data usage; or (d) the Subscriber did not receive a notification.
- 5.7. DST's billing and usage records shall, in the absence of manifest error, be conclusive evidence of the charges incurred by the Subscriber and the data consumed. The Subscriber bears the burden of proving any alleged error in DST's records.
- 5.8. Charges incurred pursuant to the automatic activation of the Auto Data Add-On shall be reflected in and reflected and billed to the Subscriber. The Subscriber acknowledges and agrees that such charges shall form part of the Subscriber's outstanding balance and shall be subject to the payment terms under the General Terms and Conditions.

6. Manual Add-ons

- 6.1. Subscribers may purchase additional data add-ons at any time via MyDST app or by dialing *433# , subject to availability.
- 6.2. Subscribers are advised to monitor their data usage and may purchase data add-ons in advance to better manage usage and charges and to avoid automatic activation of the Auto Data Add-On.

7. Notifications

- 7.1. DST shall use reasonable endeavours to provide the Subscriber with notifications via Short Message Service (SMS) and/or WhatsApp upon the Subscriber's data usage reaching approximately 50%, 80%, and 100% of the maximum allocated limit. DST makes no warranty that such notifications will be received by the Subscriber without error or delay, and the Subscriber acknowledges that failure to receive such notifications shall not relieve the Subscriber of their obligation to comply with the terms and conditions governing their data usage.
- 7.2. Notifications are provided on a best-effort basis and are subject to network availability, device compatibility, and system performance.
- 7.3. DST does not guarantee the delivery, timeliness, or receipt of such notifications.

7.4. DST's obligation to provide notifications is limited solely to the thresholds set out in Clause 7.1. Any additional notifications sent by DST shall be provided as a courtesy only and shall not create any obligation on DST to send further notifications, nor shall they give rise to any expectation or right on the part of the Subscriber.

7.5. Subscribers should monitor their usage and check for any such notifications from time to time.

8. Limitations

8.1. If the account credit limit is insufficient, the Auto Data Add-On will not activate, and mobile data services will be suspended until the bill is settled.

9. Subscriber Obligations

9.1. The Subscriber is solely responsible for:

9.1.1. monitoring data usage;

9.1.2. ensuring sufficient data within their plan;

9.1.3. managing usage to avoid unintended or excessive charges.

9.2. The Subscriber is solely responsible for all data usage and charges incurred on their account, including usage by any third party with or without the Subscriber's consent. DST shall not be responsible for investigating or resolving disputes between the Subscriber and any third party regarding account usage.

10. Limitation of Liability

10.1. To the maximum extent permitted by law, DST shall not be liable for any loss, damage, cost, or expense of any nature whatsoever, including but not limited to the following:

10.1.1. any delay, failure, or inaccuracy in usage tracking or notifications sent to the Subscriber;

10.1.2. any unintended or excessive usage or charges incurred by the Subscriber, including those arising from the automatic activation of the Auto Data-On;

10.1.3. any suspension of mobile data services or non-activation of the Auto Data Add-On arising from the Subscriber's insufficient credit limit or outstanding balance;

10.1.4. any scheduled maintenance, service interruption upgrades, and/or improvements to its systems and network that may affect the Auto Data Add-On;

10.1.5. data consumed by third party applications, background processes, or automatic updates;

10.1.6.any failure, delay, or interruption in the provision of the Auto Data Add-On or any related service where such failure, delay, or interruption arises from circumstances beyond DST's reasonable control, including but not limited to: natural disasters, pandemics or epidemics, war, civil unrest, acts of terrorism, governmental or regulatory action, power failures, cyberattacks, or failures of third-party infrastructure or systems;

10.1.7.any indirect, consequential, special, or economic loss or damage arising from Auto Data Add-On charges, howsoever caused;

10.1.8.charges arising from the Subscriber's failure to monitor usage as required under Clause 9 above.

10.2.To the extent permitted by law, DST's total aggregate liability to the Subscriber in connection with the Auto Data Add-On, whether in contract, tort or otherwise, shall not exceed the total charges paid by the Subscriber for the Auto Data-Add On in the three (3) months immediately preceding the claim.

11. Indemnity

11.1.The Subscriber shall indemnify and hold harmless DST, its officers, employees, and agents against any claim, liability, loss, cost, or expense (including legal costs) arising out of or in connection with: (a) the Subscriber's breach of these Terms; (b) the Subscriber's failure to monitor data usage; or (c) any unauthorised use of the Subscriber's account.

12. Severability

12.1.If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect.

13. Amendments

13.1.DST reserves the right to amend, modify, vary, suspend, or terminate any feature of the Auto Data Add-On including the size, price and/or validity at any time. Where practicable, DST will endeavour to provide advance notice via DST's official website, MyDST or any other channel or platform deemed appropriate by DST. Continued use of the mobile service following publication of any amendment shall constitute the Subscriber's acceptance of the amended terms.

14. General Provisions

14.1.These Terms and Conditions are governed exclusively by the laws of Brunei Darussalam. DST and the Subscriber irrevocably submit to the exclusive jurisdiction of the courts of Brunei Darussalam for the resolution of any dispute arising out of or in connection with these Terms. The Subscriber waives any objection to proceedings in such courts on the grounds of inconvenient forum.

14.2.No failure or delay by DST in exercising any right, power, or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude DST's further exercise of that or any other right.

15. Definitions and Interpretation

15.1.“**Auto Data Add-On**” means the safety feature that automatically purchases and activates an additional data bundle of 1GB at B\$3.00 with a validity period of one (1) day, upon full exhaustion of the Subscriber's main data bundle (excluding Edupack, Social Pack, and Video Pack) and any active data add-ons.

15.2.“**Services**” means the applicable Mobi and/or Enterprise plans service the Subscriber has subscribed to;

15.3.“**Subscriber**” means the DST subscriber of Mobi mass market and Enterprise plans except Mobi 80 and any Unlimited plans.

15.4.“**Unlimited**” means Subscribers of Mobi mass market and Enterprise with unlimited data plans.