

RENT-TO-OWN AGREEMENT (“these Terms”)

THESE TERMS are made on the date stipulated at Section 3 of the First Schedule.

BETWEEN

DATASTREAM DIGITAL SDN BHD (RC20004609), a company incorporated in Brunei Darussalam under the Companies Act, Cap. 39 with its registered office at DST Headquarters, Jalan Tungku Link, Brunei Darussalam, \BE3619, Brunei Darussalam (hereinafter referred to as “**DST**”) of the one part;

AND

The Party(ies) whose name(s) and description are stated in Rent To Own Form (hereinafter referred to as “**the Subscriber**”) of the other part.

WHEREAS

- (A) DST is the owner of the Device(s) (hereinafter defined).
- (B) The Subscriber has requested DST to let, and DST has agreed to let, the Device(s) to the Subscriber subject to the terms and conditions hereinafter appearing.

IT IS HEREBY AGREED as follows:-

- 1. **These Terms shall be read together with**
 - i. the General Terms and Conditions;
 - ii. the Mobi Terms and Conditions; and
 - iii. the Infinity Terms and Conditions.

2. **DEFINITIONS**

- 2.1 In these Terms, unless there is something in the subject or context inconsistent therewith, these words shall have the following meaning:

| TERM / EXPRESSION | MEANING |
|---------------------------------|---|
| “Applicable Laws” | means all applicable provisions of laws, statutes, regulations, guidelines, permits, licenses, approvals, directives and orders of Authorities. |
| “Authorities” | means any court, governmental, semi-governmental, administrative, regulatory, judicial, local or statutory agency, authority, body, commission, department or tribunal. |
| “the Authorised Persons” | means the Subscriber’s family members, invitees, employees, servants and agents and such persons authorised by the |

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| | Subscriber from time to time. |
| <i>“the Deposit”</i> | means the amount specified in Section 4 of the Second Schedule hereto. |
| <i>“the Security Deposit”</i> | means the amount specified in Section 10 of the Second Schedule hereto. |
| <i>“Device(s)”</i> | means the goods described in Section 1 of the Second Schedule hereto and shall include all accessories and all replacements and additions to the Device(s) whether made before or after the date of these Terms. Where the Device(s) consist of more than one (1) item, then the term “Device(s)” shall be deemed to include each and every individual item severally and all the items jointly. |
| <i>“the Last Instalment”</i> | means the last of the Monthly Payments. |
| <i>“Monthly Payments”</i> | means the number of monthly instalments payable by the Subscriber to DST specified in Section 14 of the Second Schedule hereto in the amount specified in Section 16 of the Second Schedule hereto. |
| <i>“Monthly Invoice”</i> | means the invoice issued on the last day of each month for the relevant Monthly Instalment. |
| <i>“the Premises”</i> | means the location specified in Section 4 of the First Schedule hereto (or such other location agreed by DST in writing from time to time) at which the Device(s) shall be used during the Hire Period. |
| <i>“the Term”</i> | means the period of the hire of the Device(s) stipulated in Section 3 of the Second Schedule hereto. |

- 2.2 Words importing the masculine gender shall include the feminine and neutral gender; and vice versa.
- 2.3 Words importing the singular number shall include the plural and vice versa.
- 2.4 Reference to person(s) include corporations, companies, firms, partnerships, body corporate, incorporated bodies or any state or government agency or body.

- 2.5 Where there are two (2) or more persons included in any term used herein, all agreements, terms, covenants, conditions, stipulations, undertakings and warranties herein contained shall be deemed to be made by and be binding on such persons jointly and severally.
- 2.6 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done, and words placing a party under a restriction include an obligation not to permit or allow infringement of the restriction.
- 2.7 Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter.
- 2.8 The paragraphs in the recital and the Schedules hereto shall form and be taken, read and construed as an essential and integral part of these Terms.
- 2.9 The headings used in these Terms are for ease of reference only and shall not affect the construction or interpretation of these Terms.

3. **POSSESSION AND USE OF DEVICE(S)**

- 3.1. In consideration of the Subscriber agreeing to pay the Deposit and the Monthly Instalments in accordance with the terms and conditions herein contained, DST hereby agrees to let and the Subscriber hereby agrees to take hire of the Device(s) subject to these Terms.
- 3.2. The hiring of the Device(s) shall commence on the date stipulated at Section 15 of the Second Schedule for the Hire Period shall continue until the occurrence of either of the following:
- 3.2.1. upon the full payment of all the Monthly Instalments; or
- 3.2.2. upon early termination or determination of the hire in accordance with these Terms.

4. **PROPERTY AND RISK IN DEVICE(S)**

- 4.1. The Device(s) shall be made available for collection at any place designated by DST. The Device(s) shall remain the property of DST until the Subscriber exercises the option to purchase the Device(s) mentioned in Clause 5 below.
- 4.2. Notwithstanding the foregoing, risk of damage to and loss of the Device(s) shall pass to the Subscriber upon collection by the Subscriber. In this connection, the Subscriber shall indemnify and keep indemnified DST for all loss and damages to the Device(s) in the event of loss or damage of the Device(s) as a result of the Subscriber's want of care, negligent and/or fault.
- 4.3. The Subscriber acknowledges that:
- 4.3.1. the Subscriber shall not sell, transfer, assign, charge, or otherwise encumber or

- dispose of the Device or any interest in it during the Instalment Term;
- 4.3.2. the Subscriber shall not remove the Device from Brunei Darussalam without the prior written consent of DST; and
 - 4.3.3. the Device may be subject to a manufacturer's warranty. DST does not provide any additional warranty in relation to the Device beyond such manufacturer's warranty.

5. PURCHASE OF DEVICE(S)

- 5.1. Subject to the Subscriber having duly observed and performed all the terms and conditions of these Terms, the Subscriber shall have the option of purchasing the Device(s) at any time during the Term.
- 5.2. If the Subscriber exercises the option to purchase the Device(s) on or after the due date of payment of the Last Instalment, then the Last Instalment paid by the Subscriber shall be deemed to include valuable consideration for the purchase and ownership of the Device(s).
- 5.3. If the Subscriber exercises the option to purchase the Device(s) before the due date of payment of the Last Instalment, then the Subscriber may complete the purchase of the Device(s) by paying the net balance in accordance with Clause 11 below.
- 5.4. If the Subscriber does not exercise the option to purchase the Device(s), the Device(s) shall be returned by the subscriber to DST immediately upon notice to DST.

6. MONTHLY PAYMENTS, DEPOSIT AND DEPOSIT

- 6.1. The first of the Monthly Payments shall be paid by the Subscriber to DST without any deduction or set-off and without any need for demand on the date specified in Section 15 of the Second Schedule. The period for which the first Monthly Payment covers is as stated in Section 17 of the Second Schedule.
- 6.2. The first Monthly Invoice (which is for the second Monthly Payment) shall be issued on the date specified in Section 18 of the Second Schedule and thereafter subsequent invoices shall be issued by the end each month for each relevant Monthly Payment. The subsequent Monthly Payments shall be paid by the Subscriber to DST without any deduction or set-off and without any need for demand within one (1) month from the date of the relevant Monthly Invoice.
- 6.3. All payments shall be paid by the Subscriber to DST by way of automatic direct debit via debit card, credit card.
- 6.4. Upon the signing of these Terms, the Subscriber shall also pay to DST a non-refundable Deposit. The Deposit shall be a deposit as part of the purchase price for the device for the

observance and performance by the Subscriber of the Subscriber's covenants and conditions herein contained.

7. LATE / OVERDUE PAYMENTS

- 7.1. In the event that the Subscriber fails to pay any of the relevant Monthly Payments in full within one (1) month from the date of the relevant Monthly Invoice (hereinafter referred to as "the Outstanding Monthly Invoice"), then DST shall be entitled to send a reminder for payment to the Subscriber until full payment of the relevant Outstanding Monthly Invoice. If the Outstanding Monthly Invoice continues to remain unpaid, DST is entitled to commence legal proceedings against the Subscriber for the Outstanding Monthly Invoice or any part thereof and any other amounts due under these Terms.

8. REPAIR

- 8.1. Subject to the Subscriber having duly observed and performed all these Terms (including but not limited to the prompt payment of all the Monthly Payments) and subject further to Clauses 8.2 and 8.3 below, DST shall during the Term at DST's sole cost and expense, carry out, or assign an authorised reseller / service centre to carry out, any repairs to the Device(s) Provided That such repairs are covered under the terms of the manufacturer's standard warranty for the warranty period specified in the First Schedule.

- 8.2. Notwithstanding anything herein contained to the contrary, the Subscriber shall at all times during the Term be responsible for all costs and expenses incurred for servicing, repairing and maintenance of the Device(s) and replacing missing, damaged or unfit part(s) of the Device(s) resulting from:

- 8.2.1. damage or fault caused by the negligence and/or misuse by the Subscriber and/or the Authorised Persons;
- 8.2.2. damage or fault caused by any tampering of the Device(s) by any person other than the personnel of DST / DST's agents; and/or
- 8.2.3. damage or fault caused by the use of supplies and spare parts other than those provided by DST,

(hereinafter collectively be referred to as "the Subscriber's Fault").

- 8.3. If DST decides, in its sole discretion, that the Device(s) are lost or damaged or faulty beyond repair as a result of any of the Subscriber's Fault, then DST shall be released from DST's obligations under Clause 8.1, and DST shall not be responsible or liable for such loss, damage or fault and DST shall not be required to replace the Goods. In the event of such occurrence, all the Monthly Payments for the remainder of the Term shall immediately become due and payable by the Subscriber.

9. WARRANTIES, CONFIRMATION, EXCLUSIONS etc

- 9.1. The Subscriber shall not make (and shall not cause to be made) any alterations, additions or improvements to the Device(s) without the prior consent in writing of DST. All additions, replacements or attachments made to the Device(s) with or without DST's consent and of whatever kind or nature shall be deemed to be parts of the Device(s) and shall be free and clear of all charges, liens and encumbrances and shall have a value, quality and utility at least equal to those parts or accessories replaced, renewed or repaired (where applicable) and all additions, replacements or attachments shall be the property of DST and subject to all the terms and conditions of these Terms.
- 9.2. The Subscriber shall within two (2) days from the collection of the Device(s) inform DST in writing of any non-conformity or defect of the Device(s) (hereinafter referred to as "**Notice of Defect**"). The Device(s) shall be deemed of satisfactory and merchantable quality if DST does not receive the Notice of Defect within the stipulated period.
- 9.3. If DST receives the Notice of Defect within two (2) from the date of collection of the Device(s), DST shall replace the Device(s) with goods of similar type and description (hereinafter referred to as "**the Replacement Device(s)**") at DST's sole costs and expense subject to the availability of stock. In the event of such occurrence, as from the date of the replacement of the Replacement Device(s), any reference made in these Terms to "the Device(s)" shall mean the Replacement Device(s) Provided That the Subscriber shall within two (2) days from the date of the replacement inform DST in writing of any non-conformity or defect of the Replacement Device(s) failing which the Subscriber is deemed to have accepted the Replacement Device(s) as being satisfactory and merchantable quality.
- 9.4. The Subscriber shall not use (and shall not permit others including but not limited to the Authorised Persons to use) the Device(s) in any manner that would:
 - 9.4.1. contravene applicable laws, rules and/or regulations;
 - 9.4.2. violate the terms of any manufacturer's or like warranty; or
 - 9.4.3. contravene the manufacturer's operational standards for the Device(s).

Under no circumstances shall the Subscriber attempt to dismantle, repair, undertake maintenance work or replace any part(s) of the Device(s).
- 9.5. For the avoidance of doubt the Subscriber shall be fully liable, and DST shall not bear any liability, for any of the following occurrences in respect of the Device(s):
 - 9.5.1. Loss or theft;
 - 9.5.2. Damage, whether accidental or intentional, to the extent that these do not comprise defects identified by the Subscriber at Clause 10.2;
 - 9.5.3. Damage that exceeds fair wear and tear;

- 9.5.4. Specific damage types, including liquid, electrical, or structural damage, to the extent that these do not comprise defects identified by the Subscriber at Clause 10.2;
 - 9.5.5. Malfunction resulting from misuse or neglect, actions by a third party and unauthorised repairs or software changes;
 - 9.5.6. Security compromises, including tampering, rooting, jailbreaking, unlocking, or security circumvention.
- 9.6. DST shall not be liable for any loss, damage suffered by the Subscriber or any other third parties by reason of the Subscriber's misuse of the Device(s) including as set out in Clauses 10.4 and 10.5.
- 9.7. The Subscriber shall exercise due care (and shall cause others including but not limited to the Authorised Persons to exercise due care) in the operation and use of the Device(s). The Subscriber shall operate and cause the Device(s) to be operated in accordance with the manufacturer's manuals and/or instructions. The Subscriber shall not use (and shall prevent others from using) the Device(s) when the Device(s) or any part thereof is in bad repair or in an unsafe condition.
- 9.8. The Subscriber represents, warrants, acknowledges and agrees that the Device(s) is of a size, design, and capability selected by the Subscriber and that the Subscriber is satisfied that the Device(s) is suitable for its purpose based on the Subscriber's own judgment prior to the signing of these Terms and not in reliance on the advice or representation of the Device(s).
- 9.9. The Subscriber acknowledges that DST is not the manufacturer of the Device(s) and that DST has not made and does not hereby made any representation, warranty or covenant, express or implied with respect to the merchantability, condition, quality, capacity, performance, durability, design, operation, material, workmanship, fitness for use or suitability of Device(s) in any respect whatsoever or in connection with or for the purpose(s) and use(s) of the Subscriber or any other representation, warranty or covenant of any kind or character, express or implied, with respect thereto. DST shall not be obligated or liable for actual, incidental, consequential or other damage of or to the Subscriber or any other person or entity arising out of or in connection with the use or performance of the Device(s).
- 9.10. No liability shall attach to DST either in contract or in tort for loss injury or damage sustained by reason of any defect in the Device(s) whether such defect be latent or apparent on examination, and DST shall not be liable to indemnify the Subscriber in respect of any claim made against the Subscriber by a third party for any such loss injury or damage.
- 9.11. DST shall not be liable for damage for any reason for any act or omission of the manufacturer. DST agrees that the Subscriber shall be entitled to the benefits of the manufacturer's warranties in respect of the Device(s).

10. EARLY COMPLETION OF AGREEMENT BY THE SUBSCRIBER

- 10.1. The Subscriber may complete the purchase of the Device(s) during the Term Provided that the Subscriber gives at least seven (7) days prior written notice of the Subscriber's intention to DST and the Subscriber pays to DST the net balance due under these Terms PROVIDED THAT the Subscriber shall also pay all other amounts due and payable to DST under these Terms. The "net balance due" is the balance originally payable under these Terms mentioned in Section 11 of the Second Schedule LESS any amount (other than the Deposit) paid or provided by or on behalf of the Subscriber toward the Monthly Payments, the statutory rebate for terms charges and the statutory rebate for insurance (if any).
- 10.2. Upon full payment of the net balance due and all other amounts due and payable by the Subscriber under these Terms, the Device(s) shall belong to the Subscriber.

11. TERMINATION BY SUBSCRIBER

- 11.1. The Subscriber may terminate these Terms during the Term Provided That the Subscriber gives at least fourteen (14) days prior written notice of termination to DST AND the Subscriber pays to DST:
- 11.1.1. the net balance due calculated in accordance with Clause 11.1 above PROVIDED THAT the Subscriber shall also pay any amounts due and payable to DST under these Terms; or
- 11.1.2. the amount that DST would have been entitled to recover if DST had taken possession of the Device(s) at the date of termination of the hiring, whichever is the lesser amount.

12. TERMINATION BY DST

- 12.1. DST may terminate these Terms by giving at least three (3) days written notice to the Subscriber under any of the following circumstances but without prejudice to any right of action or remedy of DST for any antecedent breach of these Terms by the Subscriber as follows:
- 12.1.1. The Subscriber has sublet or modified the Device(s) without prior approval of DST;
- 12.1.2. The Subscriber has breached any term or condition of these Terms;
- 12.1.3. The Subscriber provides any false, inaccurate, incomplete, or misleading information, whether before or during the Hire Term, that results in or contributes to DST being induced to enter into, or continue with, these Terms;
- 12.1.4. In the event the Subscriber is a corporate body or company, an order is made or a resolution is effectively passed for the winding up of the Subscriber (except for the purpose of re-construction or amalgamation with the written consent of DST, which shall not be unreasonably withheld) or is placed under judicial management or

anything similar to it;

12.1.5. In the event the Subscriber is an individual or a firm, if the Subscriber becomes bankrupt or a bankruptcy notice has been issued or makes an assignment for the benefit of creditors, or enters into an arrangement or composition with creditors, or stops payment or is unable to pay his debts within the meaning of the Bankruptcy Act, Cap. 67.

12.2. Upon the occurrence of any of the events in Clause 12.1 above, DST is entitled to stop the provision of repair services mentioned in Clause 8 above.

12.3. If DST in its sole discretion deems that it is difficult to maintain and/or manage the Device(s) due to reason(s) beyond DST's control (including but not limited to difficulty in providing any of the services mentioned in Clause 9 above through no fault of DST) DST may terminate these Terms by giving at least three (3) days written notice to the Subscriber, but without prejudice to any right of action or remedy of DST for any antecedent breach of these Terms by the Subscriber. In the event of such occurrence, DST shall retrieve the Device(s) from the Subscriber at DST's own costs and be relieved from making further Monthly Payments. .

12.4. For the avoidance of doubt, nothing contained in this Clause 12 shall prevent or limit DST from exercising DST's other rights and/or entitlement stipulated in the other provisions of these Terms.

13. **DST'S REPRESENTATIONS**

13.1. DST hereby represents to the Subscriber that the Subscriber shall be entitled to quietly hold and possess the Device(s) as long as the Subscriber pays the Monthly Payments in a timely manner and performs all the Subscriber's other obligations stipulated in these Terms.

14. **DATA PROTECTION**

14.1. The Subscriber acknowledges and agrees that DST may collect, use, store, process and disclose the Subscriber's personal data for the purposes of:

14.1.1. assessing, processing and approving the Subscriber's application;

14.1.2. conducting KYC, credit checks, due diligence and risk assessments;

14.1.3. collecting payments and recovering outstanding sums;

14.1.4. detecting, preventing and investigating fraud, misuse or unlawful activity;

14.1.5. complying with Applicable Laws, regulatory requirements, court orders or lawful requests from authorities; and

14.2. any other purpose set out in these Terms.

15. **SUBSCRIBER'S REPRESENTATIONS**

15.1. The Subscriber hereby warrants and represents to DST that:

15.1.1. in the case where the Subscriber is a company or body corporate:

- (i) the Subscriber is a corporation duly organised and validly existing under the laws of the place of its incorporation with power and legal capacity to enter into these Terms and to exercise its rights and perform its obligations hereunder;
- (ii) all corporate or other action required to authorise its execution of these Terms and its performance of its obligations hereunder have been duly taken and the obligations expressed to be assumed by it in these Terms are legal, valid and binding; and
- (iii) the Subscriber has not been wound up and is not subject to any winding-up petition or action,

15.1.2. in the case where the Subscriber is an individual(s) or a firm:

- (i) the Subscriber has the requisite power and capacity to enter into these Terms and to exercise his rights and perform his obligations hereunder and the obligations expressed to be assumed by him in these Terms are legal, valid and binding; and
- (ii) the Subscriber is not bankrupt and has not committed any act of bankruptcy and is not subject to any bankruptcy petition or action.

These warranties and representations are continuing in nature and shall survive the execution of these Terms.

16. **INDEMNITY OF ALL COSTS AND EXPENSES**

The Subscriber shall pay to DST on a full indemnity basis all costs and expenses (including but not limited to court costs and legal fees on a solicitor and client basis) incurred by DST in connection with protecting and enforcing DST's rights or remedies arising from or in relation to these Terms.

17. **ASSIGNMENT**

17.1. DST shall be entitled to assign or transfer the benefit and/or obligations under these Terms or any right of DST hereunder without the Subscriber's consent. Any such assignee or transferee shall be and be treated as a party for all purposes of these Terms and shall be entitled to the full benefit of these Terms to the same extent as if it was an original party in respect of the rights or obligations assigned or transferred to it.

17.2. No assignment or transfer of the Subscriber's rights or obligations under these Terms shall be valid unless the Subscriber and the transferee/assignee execute a novation agreement of these Terms on such terms and conditions as DST deems fit at its sole discretion.

17.3. DST may, without the Subscriber's consent:

17.3.1. transfer, pledge or create a mortgage or charge on the Device(s); or

17.3.2. transfer, pledge all or part of its rights and obligations under these Terms or use the Device(s) as security for whatever purpose DST deems fit.

18. **NOTICES**

18.1. Any notice, request or demand required to be served by either party hereto to the other under the provisions of these Terms shall be in writing and served through either any of the following methods:-

18.1.1. by registered post to the address of the recipient party herein specified, then it shall be deemed to have been received upon successful posting of the notice to the address; or

18.1.2. by hand at the address of the recipient party herein specified, then it shall be deemed to have been received and sufficiently served at the time of delivery; or

18.1.3. DST's official website and/or social media publications.

19. **WAIVER**

No relaxation, forbearance, delay or indulgence by DST in enforcing any of the provisions of these Terms or the granting of time by DST to the Subscriber shall prejudice, affect or restrict the rights and powers of DST hereunder nor shall any waiver by DST of any breach hereon operate as a waiver of any subsequent or continuing breach thereof.

20. **GOVERNING LAW & JURISDICTION**

These Terms shall be construed and governed by the laws of Brunei Darussalam, and each party submits to the exclusive jurisdiction of the courts of Brunei Darussalam. PROVIDED ALWAYS DST shall be at liberty to take proceedings and submit to the jurisdiction of any court, whether in Brunei Darussalam or elsewhere, to enforce the provisions of these Terms or otherwise to recover payment of any sums or monies due hereunder. The Subscriber hereby agrees to submit to any jurisdiction elected by DST.

21. **APPROPRIATION**

Without prejudice to any rights of DST under these Terms, DST shall be entitled to appropriate any payments received from the Subscriber towards satisfaction in whole or in part of any instalment or other monies due and payable by the Subscriber under these Terms in any order that DST in its absolute discretion deems fit.

22. **ENTIRE AGREEMENT, etc**

- 22.1. These Terms shall embody all the terms and conditions between the parties hereto, and supersedes and cancels in all respects, all previous arrangements, agreements and undertakings if any, between the parties hereto, whether written or oral.
- 22.2. DST reserves the right to amend these Terms from time to time. The latest Terms shall be posted and notified and shall supersede any previous terms and conditions of this Agreement.
- 22.3. Continued participation of the RTO after the date on which any amendment takes effect shall constitute the Subscriber's acceptance of the amended Terms and Conditions.

23. **SUCCESSORS, etc**

These Terms shall be binding on the successors in title and assigns of DST, and successors in title and permitted assigns (if any) of the Subscriber.

24. **TIME OF ESSENCE**

Time shall be of the essence in all respects for the parties to undertake and perform their duties and obligations under these Terms.

25. **SEVERABILITY**

Any term, condition, stipulation or provision of these Terms which is illegal, void, prohibited or unenforceable under any law for the time being applicable in Brunei Darussalam shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions of these Terms.

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