

01. General Terms and Conditions of Services

1. Definition and Interpretation

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

"Account"	means any account of a Subscriber with the Service Provider with respect to the provision of any Service;
"Add-Ons"	means any additional product or service purchased by the Subscriber to supplement their Plan;
"Activation/Activated"	means the point in time when the said Service is Activated by the Service Provider.
"AITI"	means the Authority for Info-communications Technology Industry in Brunei Darussalam;
"Authorised Centre"	means any commercial establishment, place or branch of the Service Provider as listed on https://www.dst.com.bn/dst-branches-1 where its Services are made available;
"Approved Authority"	means any Federal, State or 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, invoice or statement issued or rendered by the Service Provider of any charge, fee or other sum stated therein as due and/or payable to the Service Provider and/or of the sum or sums or balance due and/ or payable to the Service Provider in respect of any Service or on 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 Plans;
"Business Day"	means a day (other than a Saturday 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 from 8:00 a.m. to 6:00 p.m. from Monday to Friday (excluding public holidays);
"Contract Plan"	means any postpaid mobile (MOBI) plan, mobile wireless (FREEDOM) or fixed broadband plan (INFINTIY) or any other contract provided by the Service Provider in a Bundle that includes a leased device that is subject to a minimum mandatory term;
"Credit Balance"	means the amount of credit available on any Prepaid mobile Plan;
"my dst Account"	means the DST account registered on the website which may be used on other Platforms including the apps

"eBill"	means the electronic Bill received by the Subscriber from the Service Provider via email, on it's Platform or any other electronic medium introduced by the Service Provider from time to time;
"Equipment"	means any electronic devices, equipment or things owned, provided, operated, installed and/or hired out by Datastream Digital Sdn Bhd in relation to the Service, and does not include the handset devices leased as part of any Contract Plan;
"Fair Use Policy"	means the fair use policy issued and published on https://www.dst.com.bn/ of which may be updated by the Service Provider from time to time;
"Fees and Charges"	means fees, charges and/or rental in connection with provision of any Service and/or Equipment;
"General Terms"	means this General Terms which stipulates the primary terms and conditions prescribed or imposed by the Service Provider which includes any schedules, annexures and/or appendices referred herein;
"Guarantee"	means a bank guarantee required by the Service Provider for the Activation of a Contract Plan of any Subscriber of foreign nationality, as determined and stipulated within these Terms;
"Law"	means the telecommunication order of Brunei Darussalam and any other laws, guidelines, practice direction and/or directives issued and enforced by the relevant authorities of Brunei Darussalam which governs, controls and manages the telecommunication, media and technology industry;
"Loyalty Programs"	means the rewards program offered by the Service Provider such as for Subscribers on Postpaid Contract Plans;
"Non-Contract Plan"	means any postpaid mobile plan, fixed broadband or any other contract provided by the Service Provider without, additional obligations and/or minimum mandatory term;
"Platform"	means any electronic medium in which the Service Provider makes available its services, including but not limited to its website, portal or applications;
"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 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 documentations the Subscriber must submit along with any supplementary information requested to process the Service requested;

"Service"	means any telecommunication, broadcasting, broadband or other related facilities and services (including the supply, rental or installation of any electronic devices and equipment comprise in any Subscriber Request), offered or provided by the Service Provider from time to time;
"Service Number"	means any number or alphanumeric symbols or characters assigned by the Service Provider or selected by the Subscriber for the purpose of: <p>(a) the provision to or utilisation by the Subscriber of any Service and/or Equipment; and/or</p> <p>(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 number or address, network user identity, password and circuit reference number;
"Service Provider"	means Datastream Digital Sdn Bhd and/or its group of companies, including its successors in title and assigns, which contracts or agrees with the Subscriber to provide or make available that Service;
"Specific Terms"	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, with respect to the provision of the particular Service;
"Submitted Material"	means any content or material disclosed by the Subscriber to the Service Provider through the Platform or by other means;
"Subscriber"	means a person who subscribes to the Service under the Subscriber Agreement;
"Subscriber Agreement"	means any agreement containing Specific Terms or otherwise, entered 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); and
"Taxes"	means all taxes, duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any 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. Upon Activation 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.
- 2.2. The General Terms shall apply to and primarily govern each and/or all of the Services (whenever applied for or provided to the Subscriber) in addition to any Specific Terms, except to the extent, if any, expressly excluded in the Specific Terms; nevertheless:
 - (a) that in the event of 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 a manner most favourable to the Service Provider; and
 - (b) that all rights conferred on the Service Provider under the General Terms with respect to any matter or event shall be additional to 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 may impose Fees and Charges and the Prescribed Rate and may subject to the approval of AITI vary or revise any or all of them having always that such variation or revision shall take effect from the date of such notice or a date determined by the Service Provider.

- 3.2. The Subscriber shall only be charged Fees and Charges in respect of the Services that it has applied, subscribed for or has utilised. The Fees and Charges in respect of the Services shall be at the amount, rates and tariffs prescribed by the Service Provider provided always that where approval is required, such amount, rates and/or tariffs shall subject to the approval of AITI. All rates and tariffs, which includes any relevant charges, are made available on the Service Provider's website (<https://www.dst.com.bn/>).
- 3.3. The Subscriber shall promptly pay all Fees and Charges 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/eBill, 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.
- 3.4. Notwithstanding any provisions stipulated under this General Term, Specific Terms, Fair Use Policy or the Bill/eBill, 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:
 - (a) where the Service is terminated either by the Service Provider or the Subscriber pursuant to the provisions under this General Term;
 - (b) where, in the sole opinion of the Service Provider, the Service provided has been abandoned by the Subscriber; or
 - (c) 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.
- 3.5. Subject to Clause 10.1 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.
- 3.6. 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:
 - (a) 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
 - (b) 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.
- 3.7. 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/eBill 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.

- 3.8. 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 Bill shall be made available to the Subscriber via eBill, email or through a hardcopy, whichever applicable.

Notwithstanding Clause 4.1, the Subscriber shall be entitled to the hardcopy of the Bill upon request over the counter at any Authorised Centres of the Service Provider charged at a fee.

- 4.2. The Bill shall be deemed received by the Subscriber once the Bill is generated and made available through eBill. The Service Provider shall not be required to notify the Subscriber on the availability of such eBill. It shall be the sole responsibility of the Subscriber to check on the availability of such eBill from time to time.

- 4.3. The Subscriber agrees that:

4.3.1. He shall be responsible to promptly check and verify the accuracy of each Bill issued and at no later than fourteen (14) days after the service of the Bill ("**Issue Date**"), pursuant to Clause 4.2 raise and inaccuracy or discrepancy with respect to any amount detail stated therein.

4.3.2. He shall be provide the Service Provider with any and all information, documentation and assistance requested by the Service Provider to investigate and authenticate any claim, allegation or issue raised by the Subscriber.

4.3.3. 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.

- 4.4. 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**").

4.4.1. 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.

4.4.2. 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.

- 4.5. A Subscriber who:

(a) 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

(b) 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.

4.6. 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.

4.7. 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 which shall be allocated to the Subscriber pursuant to the Service. 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.

5.2. The Service Provider shall always be entitled to bar or suspend (without notice) the Service if the Subscriber exceeds the credit limit. 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 exceed the credit limit. Any failure by the Service Provider to suspend or bar the Service shall not operate as a waiver of rights.

6. Subscriber's Obligations

6.1. The Subscriber shall:

- (a) be responsible for the use of the Equipment, Service and/or the content disseminated via the Service;
- (b) ensure at all times that all electronic devices and equipment used in relation to the Service are lawfully owned/used/possessed in compliance with all the laws of Brunei Darussalam;
- (c) provide the Service Provider with accurate and complete information and to inform the Service Provider immediately of any changes to such information, including any changes of the Subscriber's address and/or contact particulars;
- (d) take all reasonable steps to prevent spamming, fraudulent, defamatory, offensive, improper, immoral and indecent actions or illegal use of the Service;
- (e) use all precautions to prevent loss, theft, cloning and/or unauthorised use of the SIM card and to immediately notify the Service Provider upon happening of the same;
- (f) 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) for any illegal or improper purposes;
 - (iii) to advertise, transmit, post, facilitate or solicit any content, product or service that contains malware or any other harmful, damaging or destructive programmes or software or make them available;
 - (iv) 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 the Service Provider's servers or network;
 - (v) 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;
 - (vi) to violate any party's rights or affect other Subscribers' enjoyment of or access to any Service or cause annoyance, harassment, irritation, inconvenience or anxiety to anyone, e.g. denial of service attacks, pinging and mailbombing, fraud or pirating software; or
 - (vii) to engage in any activity that it is in the opinion of the Service Provider to be harmful to the Subscribers, operations, reputation or goodwill of the Service Provider.
- (g) not transfer the Service Number and/or SIM card used in relation to the Service to any other person without prior written approval of the Service Provider. Provided always that all outstanding Bills are fully settled and where accounts are transferred prior to full settlement of the relevant Bill, the 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.
- (h) 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 their satisfaction and subsequently returning any devices (where applicable) in the same condition thereby received under consideration of reasonable 'wear & tear'
- (i) only apply and engage the Services if they are of eighteen (18) years of age or older.

7. Subscriber Request

- 7.1. 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 the Service Provider to do so and the Service Provider's acknowledgement of the Service Provider's receipt of any Subscriber Request shall not constitute an agreement or confirmation by the Service Provider to provide, carry out or implement the same.
- 7.2. 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 the Service Provider subject to this General Terms and Specific Terms (if any) relating thereto and such other terms as the Service Provider may stipulate and within such time or period as the 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.

- 7.3. 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 the 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.
- 7.4. 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 the Service Provider may determine at that time.

8. Access to Premises and Charges for Attendance and Inspection

- 8.1. The Subscriber shall, whenever required by the Service Provider ensure that the Service Provider's authorised personnel be permitted to enter any premises occupied or controlled by the Subscriber at such time as may be specified by the Service Provider and to remain on such premises for such period as may be required:

- (a) to carry out any inspection, repair or testing of any Equipment;
- (b) 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 and Specific Terms in the use of any Service or any Equipment;
- (c) to install, collect, remove, maintain or replace any Equipment; and/or
- (d) for any other purpose whatsoever.

- 8.2. If any authorised personnel or contractor of the 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, the 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 the Service Provider may determine at the time unless such visit is made to repair or replace any Equipment in discharge of any obligation by the Service Provider under any warranty given by the Service Provider to Subscriber with respect to that Equipment.

- 8.3. In the event that:

- (a) the Subscriber cancels any appointment made with the Service Provider's personnel or contractor to visit any premises to install, inspect, maintain or repair any Equipment; or
- (b) the 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 the Service Provider or its personnel or contractor,

the Service Provider may, at its discretion, charge the Subscriber such fee for the cancellation or the visit of the Service Provider's personnel or contractor to the premises on that date at such rate as may be determined by the Service Provider.

9. Service, Equipment and Software

- 9.1. 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.

9.2. The Subscriber shall:

- (a) ensure that any and all electronic devices and equipment connected to or used in conjunction with any Service is in accordance with the Law and/or compatible with the Service Provider's Services and shall obtain the prior written approval of the Service Provider before any electronic devices and equipment is connected to any telecommunications system operated by the Service Provider, or any Equipment, except where the Service Provider has dispensed with the requirement for such approval;
- (b) promptly comply with all notices, instructions or directions given by the Service Provider in respect of the installation, use or operation of the Service and all relevant Equipment;
- (c) where required by the 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 the Service Provider or, to any Equipment, as and when required by the 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;
- (d) 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 the Service Provider, and shall disconnect or cease to use any such Equipment at the request of the Service Provider;
- (e) 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 the Service Provider may have approved in writing;
- (f) provide at his own expense, when required by the 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
- (g) 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.

9.3. The Subscriber shall not:

- (a) 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 the Service Provider;
- (b) 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 the Service Provider;
- (c) without the prior written consent of the 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;

- (d) allow or permit any person to utilise the Service or any Equipment or retain possession of any Equipment without the prior written approval of the Service Provider; or
 - (e) 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 the Service Provider.
- 9.4. Where the Fees and Charges imposed by the 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 the Service Provider thereto and the 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 the Service Provider's consent to any change in the purpose for which the Service is used, the 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.
- 9.5. The Service Provider may at any time change or upgrade any telecommunications equipment or broadcasting equipment, system or network maintained or operated by the 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.
- 9.6. The Subscriber shall permit the Service Provider to upgrade or replace any Equipment at any time and shall, at the request of the Service Provider, promptly return any Equipment in exchange for any replacement or upgrade.
- 9.7. Notwithstanding any provision in these General Terms to the contrary, the 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 the Service Provider) to ensure the continuity of any Service.
- 9.8. The Subscriber shall conduct his own investigations and enquiries to verify the accuracy of any information (including any number) provided by the 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.
- 9.9. The 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.
- 9.10. Where the Subscriber purchases any electronic devices and/or equipment from the Service Provider, the 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 the 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 course of dealing or usage of trade or any other express or implied warranties or representations are excluded. In particular, the 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

10. Suspension and Termination

- 10.1. The Service Provider may suspend (indefinitely or for such period as the Service Provider may consider appropriate) or terminate (including terminate after suspension) any or all Service at any time by giving not less than three (3) days' written notice thereof to the Subscriber and stating its reason(s) for the suspension or termination of the Services and, in circumstances which the Service Provider deems appropriate, the means by which the Subscriber can avoid such suspension or termination provided that nothing herein shall prejudice or affect any right of the Service Provider to suspend or terminate any Service conferred by the Specific Terms.
- 10.2. The Service Provider may suspend (indefinitely or for such period as the 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 written notice thereof to the Subscriber:
- (a) any failure, interruption, disruption or congestion of or in any telecommunications network, system or services (whether of the Service Provider or any other person);
 - (b) 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 the 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;
 - (c) any gift or consideration of any kind was offered or given to any officer, employee, agent or contractor of the Service Provider as an inducement or reward in connection with the provision of any Service or Equipment;
 - (d) 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;
 - (e) in the opinion of the Service Provider, the Subscriber has perpetrated a fraud on the Service Provider or has conducted itself in a manner which may result in perpetrating (or which, in the opinion of the Service Provider, constitutes and attempt to perpetrate) a fraud on the Service Provider;
 - (f) the death or mental incapacity of the Subscriber;
 - (g) 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;
 - (h) 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.
- 10.3. The suspension or termination of any Service shall be without prejudice to:
- (a) any other right which the Service Provider may have whether under this General Terms or otherwise; and
 - (b) the rights of the Service Provider or the obligations of the Subscriber under any Subscriber Agreement or any indemnity given by the Subscriber to the Service Provider thereunder.

- 10.4. 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:
 - 10.4.1. that Service for the period during which the Service has been suspended; and,
 - 10.4.2. in the event the Service is reconnected, reinstated or reactivated, in respect of any and all applicable reconnection charges of the Service Provider.
- 10.5. The Subscriber may terminate the Service by giving the 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.
 - 10.5.1. Clause 10.5 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.
- 10.6. In the event that any Service is terminated:
 - (a) 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;
 - (b) the Subscriber shall immediately return to the Service Provider all Equipment used in relation to that Service in good working condition, fair wear and tear only excepted; and/or
 - (c) the Service Provider shall be entitled to charge the Subscriber the cost incurred by the Service Provider in repossessing or acquiring a replacement of any Equipment which the Subscriber has failed to return to the Service Provider and/or of acquiring a replacement of any Equipment which is returned to the Service Provider in a damaged or defective condition.
- 10.7. 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 the Service Provider or the Subscriber) before the expiry of that period, the Subscriber shall:
 - (a) pay the amount prescribed by the Service Provider for termination or cancellation of the Service before the end of that period; and
 - (b) 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.
- 10.8. 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.
- 11. Service Number and Intellectual Property and other Rights**
 - 11.1. The Subscriber shall not acquire any right or interest in:
 - (a) 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
 - (b) 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.

- 11.2. 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.
- 11.3. 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.
- 11.4. 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.

12. Subscriber's Indemnity and Liability

- 12.1. The Subscriber shall fully indemnify and hold harmless the Service Provider 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 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:
 - (a) 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 subscribed by or provided to the Subscriber;
 - (b) any picture, material or statements howsoever published or circulated by the Subscriber or any person in the course of the use of any Service subscribed by or provided to the Subscriber;
 - (c) 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);
 - (d) 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
 - (e) 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.
- 12.2. 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:
 - (a) 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;
 - (b) 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;

- (c) 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
- (d) 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 12.2.

13. Exclusion and Limitation of Liability of the Service Provider

13.1. Notwithstanding any provision in any Subscriber Agreement to the contrary:

- (a) the Service Provider shall not be liable in any way to the Subscriber whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct or indirect economic or financial loss or damage (including loss of revenue or profits) howsoever caused or arising, including but not limited to any such loss caused or arising from any breach or failure by the Service Provider to perform any of its obligations under any Subscriber Agreement;
- (b) the Service Provider shall not be liable in any way to the Subscriber whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any loss, damage or liability incurred or sustained by the Subscriber caused by or as a result of:
 - (i) any failure, delay, interruption to or disruption of any Service in the transmission or reception of any data through any Service, howsoever caused or arising;
 - (ii) any defect or deficiency in or the breakdown or failure of any Equipment or system (whether or not maintained or operated by the Service Provider or any other person) howsoever arising;
 - (iii) any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any Service;
 - (iv) any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the Customer 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;
 - (v) any event 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 and acts of God or events beyond the control of the Service Provider which continues to persist for a period of three (3) months;
 - (vi) the disclosure and/or publication by the Service Provider of any information or data relating to the Subscriber, any Service Number or any Account, howsoever caused or arising;
 - (vii) the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data relating to the Subscriber or any Account or transmitted through the use of any Service subscribed by or provided to the Subscriber and/or relating to the use of any such Service whether by the Subscriber or any person and/or provided by the Subscriber to the Service Provider; and/or

- (viii) any error, omission or inaccuracy in any information provided by the Service Provider whether to the Subscriber or any person and whether in any publication or as part of or in connection with any Service (including any call tracing service) or Equipment or otherwise; and
- (c) subject always to the exemptions and exclusions set out in Clause 13.1 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 Service which are prescribed and imposed with reference to any time frame or interval (but not usage) for the period of three 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.

14. Amendment and Variation

- 14.1. The Service Provider may amend, vary or supplement any Subscriber Agreement (including the General Terms, Specific Terms, Fair Use Policy any Fees and Charges, the Prescribed Rate and/or any other terms or conditions relating to any Account or Service) by giving seven (7) days notice thereof to the Subscriber and any such amendment, variation or supplement shall take effect as from the date specified in such notice. Any such notice given by the Service Provider in accordance with Clause 20, by publication in any newspaper circulating in Brunei Darussalam, posting on any internet website of the Service Provider or by otherwise making public such notice in any other such manner deemed appropriate by the Service Provider, shall constitute good and sufficient notice thereof to the Subscriber by the Service Provider and shall be deemed to have been received by the Subscriber in accordance with Clause 20 or on the date of such publication, posting or the making public of such notice, as applicable.

15. Waiver

- 15.1. 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.

16. Confidentiality and Non-Disclosure

- 16.1. The Subscriber shall not use (other than for the purpose of utilising the Service) or disclose to any person any information relating to the Service Provider which is acquired from or provided by:

- (a) the Service Provider; and/or

- (b) any contractor of the Service Provider in connection with or in the course of the provision of any Service,

other than information which is or has become publicly available otherwise than through a breach of any obligation of the Subscriber.

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

- 17.1. The Service Provider, in deciding whether to approve any application of the Service, shall be authorised to conduct inquiry and assessment on the credit information of any proposed Subscriber.
- 17.2. The Service Provider shall have the right to disclose any personal and credit information of the Subscriber in the possession of the Service Provider to the Service Provider related corporations, corporate

shareholders, third parties and/or relevant authorities for the provision of integrated or related services and marketing programmes.

18. Assignment

- 18.1. The Subscriber shall not assign, transfer or encumber any or all of its rights, interests and obligations under any Subscriber Agreement with respect to any Service and/or Equipment without the prior written consent of the Service Provider.
- 18.2. The Service Provider may assign and transfer any or all of its rights, interests and obligations under any Subscriber Agreement to any third party. Any such assignment or transfer shall take effect upon service on the Subscriber of a notice thereof. In the event that the Service Provider assigns and transfers all its rights, interest and obligations under any Agreement:
 - (a) all references to the Service Provider in the General Terms, Specific Terms and Fair Use Policy shall upon and after any such assignment and transfer be construed as a reference to the assignee and transferee of the Service Provider; and
 - (b) such assignee and transferee shall be entitled to enforce all rights and perform all obligations of the Service Provider and to be paid all sums due or accruing due from the Subscriber under the Subscriber Agreement as at the date of such assignment and transfer thereafter.
- 18.3. The Service Provider may novate any or all of its rights, interests and obligations under any Subscriber Agreement to any third party. By subscribing to the Services, the Subscriber consents to the novation. In the event that the Service Provider novates all its rights, interests and obligations under any Agreement:
 - (a) all references to the Service Provider in the General Terms, Specific Terms and Fair Use Policy shall upon and after any such novation be construed as a reference to the novatee of the Service Provider.
 - (b) such novatee shall be entitled to enforce all rights and perform all obligations of the Service Provider and to be paid all sums due or accruing due from the Subscriber under the Subscriber Agreement as at the date of such novation.

19. Applicable Laws and Jurisdiction

- 19.1. The Subscriber Agreement relating to any Service or Equipment shall be subject to and construed in accordance with the laws of Brunei Darussalam.
- 19.2. The Subscriber hereby agrees that all claims and disputes relating to or arising from the Subscriber Agreement, including any question regarding the existence, validity or termination of the Subscriber Agreement shall be referred to the non-exclusive jurisdiction of the Courts of Brunei Darussalam.

20. Notices and Correspondence

- 20.1. 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 facsimile transmission or any other means deemed appropriate by the Service Provider address, e-mail or facsimile number of the Subscriber appearing in any record of the Subscriber maintained by the Service Provider. Any such notice, demand or communication addressed and sent to the shall be deemed to have been received by the Subscriber:
 - (a) in the case of despatch by e-mail or facsimile transmission or other instantaneous electronic communications, immediately upon transmission by the Service Provider;
 - (b) in the case of by way of post, on the next day after it was posted by the Service Provider

20.2. All notices and requests from the Subscriber to the Service Provider shall be in writing unless the Service Provider specifies to the Subscriber otherwise. The Service Provider shall be entitled to regard as ineffective and invalid any notice or request of the Subscriber the receipt of which by the Service Provider has not been confirmed by the Service Provider to the Subscriber.

21. Severability

21.1. 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]