



General Terms and Conditions for Services

1. Definitions and Interpretations

- 1.1 All through these General Terms and Conditions of Service, unless is otherwise required;
- 1.1.1 “Agreement” shall mean any agreement between TelBru and the Customer relating to any Service, Equipment or Software and include these General Terms and Conditions and related Specific Terms and Conditions;
 - 1.1.2 “Bill” shall mean any statement or invoice (including paperless statement or invoice) issued by TelBru for any payment, fee or charge payable to TelBru;
 - 1.1.3 “eBill” means the electronic Bill Presentation and Payment service operated by TelBru;
 - 1.1.4 “Customer” shall mean any person, company or organization that has subscribed to any particular Service and has been accepted by TelBru. If the Customer is a natural person and below the age of 18, Clause 4.1 below applies. Customer shall include the Customer’s successors and assignees. This term is synonymous with the terms “subscriber” or “applicant” where used in other documentation;
 - 1.1.5 “Demarcation Line” shall mean the boundary of TelBru’s line. For the avoidance of doubt, the demarcation line for external infrastructures ends at the first terminal box at a Customer’s premise;
 - 1.1.6 “Equipment” shall mean any equipment or apparatus whatsoever, which is owned, installed or operated by or on behalf of TelBru;
 - 1.1.7 “Force Majeure” shall mean any circumstances beyond the reasonable control of TelBru which cannot be foreseen or if foreseeable, are unavoidable including but not limited to acts of God, floods, fire, earthquake, typhoon and lightning;
 - 1.1.8 “Service” shall mean any telecommunications-related service whatsoever, provided by TelBru;
 - 1.1.9 “Software” shall mean any computer program or software installed or provided by or on behalf of TelBru, in relation with usage of any Service;
 - 1.1.10 “Specific Terms and Conditions” shall mean the terms and conditions imposed by TelBru upon the Customer with respect to the provision of any particular Service;
 - 1.1.11 “TelBru” shall mean Telekom Brunei Berhad and its successors.

2. General Terms and Conditions Application

- 2.1 The General Terms and Conditions shall apply to each Service in addition to any Specific Terms and Conditions (where applicable). For the avoidance of doubt, where expressly excluded in the Specific Terms and Conditions, the General Terms and Conditions would not apply.
- 2.2 The Customer shall comply and be bound by the General Terms and Conditions as well as such other terms and conditions that may apply. The rights conferred upon

TelBru under these General Terms and Conditions shall be in addition to TelBru's rights in the Specific Terms and Conditions, as agreed by the Customer.

3. Charges and Payment Terms

- 3.1 The following payment methods are available:
 - 3.1.1 Cash,
 - 3.1.2 Cheque (should be crossed and made payable to "TELEKOM BRUNEI BERHAD"),
 - 3.1.3 Credit Card or Debit Card,
 - 3.1.4 Through TelBru online portal or mobile-application and Internet Banking,
 - 3.1.5 Payment through the banks.
- 3.2 TelBru reserves the right to modify or vary the charges, fees and service subscription fees for the Service at any time and without any prior notice to the Customer, subject always to approval being granted by the relevant authority. The variation shall take effect immediately on the date the approval is granted by the relevant authority (where applicable). For the avoidance of doubt, such variation shall be effective and payable without notification to the Customer.
- 3.3 Any further charges or payments set out in the Bill and payable to TelBru should be paid before the payment due date as stated on the bill. This includes circumstances where charges or payments have been incurred by a third party while using any of the Services with or without the consent of the Customer.
- 3.4 The Customer shall pay the deposit in accordance with the amount stated by TelBru. TelBru shall, at any time, be permitted to use the deposit to settle any amount due or owed to TelBru. The deposit shall be retained by TelBru for so long as any of the Services are provided to the Customer. In the event of deposit refund, TelBru reserves the right to make refunds within 3 months after termination of service. This does not apply for payments in default. The deposit amount refunded may be less than the actual deposit amount due to settlement and charges; Where the Customer requests for the deposit refund to be sent to an overseas account, prevailing bank charges shall be borne by the Customer.
- 3.5 A reminder letter will be sent to the Customer if no payment is received after 30 days has elapsed from the date of the monthly TelBru Bill, requesting for payment within 14 days from the date thereof.
- 3.6 TelBru shall have the right to impose an administrative fee on any unpaid outstanding charges at a prescribed rate of administrative fee from the due date until full payment is made; whereby this prescribed rate of administrative fee may vary from time to time.
- 3.7 If outstanding payment is not settled after 60 days, the Service will be suspended with monthly administrative fee running only. This will also result in the temporary suspension of all TelBru subscribed Services without any prior notice.
- 3.8 If outstanding payment is not settled after 90 days, the Service will be terminated automatically.
- 3.9 At its discretion, TelBru can transfer debit or credit balance from any one Customer account to another, without the consent of the Customer. For the avoidance of doubt, this refers to situations whereby the Customer has several accounts with TelBru and TelBru had inadvertently over or undercharged its Customer in relation to one account.

- 3.10 The Customer shall promptly check and verify the accuracy of his/her bill. All billing disputes should be forwarded to TelBru by the Customer within fourteen (14) calendar days of receipt of bill. Otherwise, it is construed that the charges stated in bill are correct and final and shall be promptly settled by the Customer.
- 3.11 With respect to any particular Service, TelBru may render a Bill monthly or at such other time intervals as considered apt and convenient.

4. Use of Service by minors

- 4.1 If the Customer is under the age of 18, prior consent from his parents or legal guardian must be obtained in the form of an authorization letter and copy of Identity Card (IC). Details in the form of parents/guardian name and signature must appear on Individual Service application forms and they are held responsible for ensuring that the Customer abides by the Terms and Conditions stated in respective Agreement.
- 4.2 The parents or legal guardian shall be responsible for due payment of all charges and the occurrence of death shall not terminate such liability.
- 4.3 The parents or legal guardian shall not hold TelBru liable for any losses suffered as a result of the Customer using the Service and TelBru shall not be held liable for any form of damages, whatsoever, arising from the Customer's usage of the Service.

5. Suspension and Termination

- 5.1 TelBru shall have the sole right to suspend or terminate any Service and shall not be liable for doing so. Suspension or termination of any said Service may take place at any time whatsoever and with no prior notice.
- 5.2 Any Service may be terminated by the Customer giving prior written notice to TelBru. Notice period will adhere to the period set out in the relevant Specific Terms and Conditions of a particular Service.
- 5.3 In addition to any other rights at law or in equity, any or all of the Services may be suspended or terminated by TelBru without prior written notice if :-
 - 5.3.1 the Customer is in default in the payment of any amount due hereunder and has failed to remedy such default despite receipt of written notice from TelBru;
 - 5.3.2 there is evidence of insolvency or bankruptcy on the part of the Customer;
 - 5.3.3 the Customer commits a material breach of any of the terms of any Agreement with TelBru;
 - 5.3.4 there is any disruption, failure or congestion of or in any telecommunications network or services which may or may not be caused by the Customer;
 - 5.3.5 it is contrary to public interest to provide Services to the Customer for whatsoever reason, according to relevant enforcement or regulatory bodies;
 - 5.3.6 any relevant authority pronounces unsafe the premises owned or controlled by the Customer;

- 5.3.7 there is any intention whatsoever on part of Customer, to end occupation of premises;
 - 5.3.8 there is an inability on TelBru's part in acquiring the necessary license(s) or consent(s) for Service provision; OR
 - 5.3.9 there is any inability in TelBru's part in setting up connections to buildings or premises.
- 5.4 In the event of suspension or termination of any Service (whether or not at the Customer's request)
- 5.4.1 all other Services provided by TelBru which can only be provided through the provision of the former, would also be suspended or terminated, as the case may be, in the absence of any Specific Terms & Conditions;
 - 5.4.2 the rights of TelBru or any indemnity given to TelBru shall not be affected; AND/ OR
 - 5.4.3 the Customer shall continue to pay those Fees and Charges with respect to the said Service, for the period during which the Service has been suspended. If the Service is reconnected or reinstated, reconnection or reinstatement charges will apply.

6. Obligations of Customer

- 6.1 The Customer shall conform to the rules of any other network(s) accessed through the usage of any particular Service including the laws of locations outside Brunei Darussalam.
- 6.2 The Customer shall ensure that the Service is configured according to instructions attached to any particular TelBru Service application form and is responsible for all necessary servicing and repair. The Customer also bear the responsibility for making sure that any equipment whatsoever been used by the Customer is compatible with all other equipment and/or software provided by TelBru.
- 6.3 The Customer shall be responsible for the storage, recovery or communication of data through any particular Service.
- 6.4 The Customer shall utilize and keep all TelBru Equipment in a good, working condition in accordance with the instructions provided by the manufacturer and TelBru.
- 6.5 TelBru may from time to time change or upgrade any Equipment and Software and in such event, the Customer shall change, upgrade, acquire and/or install the Equipment or Software that may be necessary, at their own expense, in order to continue to utilise any particular Service that has been subscribed for.
- 6.6 The Customer shall take all required action to ensure the safety and security of his own computer system and shall be fully responsible for any loss or damage caused in relation to any particular Service, by the use of any equipment not provided by TelBru.
- 6.7 The Customer shall not make any disclosure regarding confidential information to any unauthorized third party. Such impermissible access of any particular Service by a third party (despite the fact that Customer's consent was not given) will nevertheless be treated as a use of the Service by the Customer who shall bear all charges, losses or damages for such usage.

- 6.8 The Customer shall not use any particular Service for unlawful activities, including but not limited to gambling, vice, fraud and other illegal activities, the contravention of intellectual property rights, sending or receiving messages which are upsetting, sexually explicit, threatening, menacing, defamatory and/or distasteful on the grounds of race, sex, religion, citizenship and politics.
- 6.9 The Customer shall not resell, transfer, share, manage, supply or otherwise distribute any part of the Service or his privileges to a third party without the written consent of TelBru.
- 6.10 The Customer shall not use any particular Service for commercial purposes without written authorization from TelBru since the Service's capacity is solely for a personal basis. Liability will not fall upon TelBru for any losses and damages whatsoever incurred by the Customer in the commercial context.
- 6.11 The Customer shall be responsible for ensuring his / her contact details are updated.

7. Rights of TelBru

- 7.1 TelBru reserves the right to reject, suspend or terminate any application if necessary, without providing any reason whatsoever and shall not be liable for any loss or damage sustained by the Customer due to the said rejection, suspension or termination.
- 7.2 TelBru reserves the right to exercise its discretion in evaluating individual situations and deciding on the enforcement of these Terms and Conditions.
- 7.3 TelBru shall reserve the right to make accessible to it, all applicable legal and equitable rights and remedies.
- 7.4 TelBru reserves the right to manage and control access to its Equipment connected to any particular Service; including but not limited to the storage of data and the deletion of data.
- 7.5 TelBru's authorized personnel (this includes employees of TelBru, vendors and appointed contractors), whenever required, shall be permitted to have access to any premises controlled or owned by the Customer for the required duration to carry out any inspection, maintenance, repair, testing, collection, installation or replacement whatsoever of any of its Equipment or Software.
- 7.6 TelBru reserves the right to manage and control access to the Service, in events including but not limited to situations of natural disasters and Force Majeure.
- 7.7 TelBru does not guarantee a flawless, uninterrupted access to any particular Service, taking into account the disposition of telecommunication systems. The Service is provided on a 'as available' and 'best effort' basis.
- 7.8 TelBru does not guarantee the quality of data transmitted and shall not be liable for loss or damage caused by the loss or mutilation of data at any stage of transmission, be it in progress or complete.
- 7.9 TelBru shall not be responsible for any impermissible access to the account of a Customer nor shall there be any guarantee that the communications/files distributed or shared during the use of the Service are free of viruses and worms.

- 7.10 TelBru shall not be responsible for the assessment or modification of any contents made available to the public on the internet or on computers through the provision of any particular Service.
- 7.11 TelBru shall not be responsible for the fact that there may be delays or complications in accessing any particular Service or incompatibility of any sorts, including but not limited to incompatibility with manner of internet access OR any computer system, equipment, software or hardware (irregardless of whether any of these belong to the Customer). Hence, no claim of liability whatsoever may fall upon TelBru.
- 7.12 TelBru shall not be liable for any lack of privacy which may be experienced with regard to any particular Service. This is because the Service utilizes in whole, or in part, the public internet and third party networks to transmit voice and other communications.
- 7.13 TelBru shall not be responsible for any missing or stolen items as a result of lack of monitoring by the Customer of the authorized vendors within the Customer's premises.

8. Warranties and Exclusion of liability on part of TelBru

- 8.1 To the extent permitted by applicable law, TelBru disclaims all warranties related to any of its Service, Equipment and/or Software; express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, reasonably acceptable quality, non-infringement or any warranty occurring due to any usage of trade, course of performance or dealing. With no limitations on the former, TelBru provides no warranties that its Service, Equipment and/or Software will meet the Customer's requirement(s) or that it will be flawless, uninterrupted or without error, delay, loss of any data or degradation in signal or data quality. TelBru also expressly disclaims any express or implied warranties regarding the compatibility of its Service, Equipment and/or Software with any particular system or equipment. Statements, instructions, descriptions and information provided by TelBru, concerning any of its Service, Equipment, Software or otherwise are not to be regarded as a warranty.
- 8.2 TelBru shall not be liable for any inconvenience, losses or damages in contract and/or tort (be they direct, indirect, punitive, special, consequential or incidental), contravention of intellectual property rights, loss of profits, opportunities and information, lost savings or any other business related loss, damage to the property and Service, Equipment and/or Software failure due to an act, omission or default of TelBru. This is despite the fact that TelBru might have been informed of such a possibility.
- 8.3 TelBru shall also not be liable for acts beyond their control which include but are not limited to power failures, emergencies, natural disasters, acts of God, terrorism, regulatory actions by third parties etc.
- 8.4 For replacements of hardware Equipments and devices purchased from Telbru for fault due to manufacturer and still within the warranty period, an adequate replacement will be arranged by TelBru on a best effort basis and subject to availability.
- 8.5 Each provision of this clause is to be construed as separate limitations and will survive even if for any reason or others the said provision is held inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of the Agreement.

9. Customer's Indemnity

9.1 The Customer shall not hold TelBru, its subsidiaries and contributing third parties such as its directors, managers, employees, affiliates, agents and any other Service provider(s) liable for any use or misuse of the Service. In turn, the Customer is deemed to have agreed to undertake, indemnify and hold harmless TelBru, its subsidiaries and above stated contributing third parties, at all times, against all actions, claims, proceedings, costs (including without limitation, legal fees and expenses), losses and damages including but not limited to libel, slander or infringement of copyright or other intellectual property right, death, bodily injury or property damage, howsoever arising which may be commenced against TelBru by any person and/or which may be sustained or incurred by TelBru; in relation to the Service, Equipment and/or Software.

10. Assignment

10.1 The Customer shall not assign, sell, convey, transfer or otherwise dispose of any part or all of its rights, interests and/or obligations under these General Terms and Conditions without the prior written consent of TelBru.

11. Severability

11.1 Any clauses forming part of these General Terms and Conditions which is or becomes illegal, invalid or unenforceable shall be severed here from and shall be ineffective to the extent of such illegality, invalidity or unenforceability. The remaining clauses shall not be affected or impaired and shall remain in full force and effect.

12. Waiver

12.1 TelBru's failure or delay in the exercising of any, all or a partial right shall not be considered as a waiver of such rights. No waiver shall be binding unless made in writing. No single waiver shall be represented as a continuing waiver.

13. Amendment

13.1 TelBru reserves the right to amend or vary any Agreement (this includes the General Terms and Conditions, Specific Terms and Conditions and any of the terms or conditions associated with any Service or Account) at any time, without any notice.

13.2 Continued usage of any of TelBru's Services is deemed acceptance of the amendments in any of the Agreements and supercedes all previous Agreements.

14. Notices and Correspondence

14.1 All notices, correspondence and bills sent by TelBru to the Customer shall be in writing, may be sent by post, delivery, facsimile transmission, email, mobile-application and/or Short Messaging Service (SMS).

14.2 In the instance of dispatch by Ordinary Post, this will be deemed dispatched on the 4th working day after the posting date, to the last known address of the Customer as maintained in TelBru's record;

14.3 In the instance of dispatch by delivery to Customer's address, will be deemed dispatched on the date and time of delivery to the said address; and

14.4 In the instance of dispatch by email or facsimile transmission, will be deemed dispatched immediately upon transmission by TelBru.

14.5 All notices by the Customer related to correspondence sent by TelBru to the Customer which is unconfirmed by TelBru enables TelBru to reserve the right to invalidate or render ineffective the said notice(s).

15. Compliance with Governing Law

15.1 This General Terms and Conditions are governed by and construed in accordance with the laws of Brunei Darussalam with exclusive jurisdiction been submitted to the courts of Brunei Darussalam.

16. Representation and Affirmation by Customer

16.1 The Customer represents and affirms that all information provided to TelBru is true, precise and complete in its entirety and that the Customer has also read, understood and agrees to be bound fully by these General Terms and Conditions.

16.2 The Customer expressly permits to the necessary usage of any information provided to TelBru, its subsidiaries, agents and third parties for any purpose whatsoever. These include but are not limited to commercial, financial and legal purposes.