



Terms and Conditions for TelBru Broadband Services

1. Incorporation by reference

In addition to:

- a. the General Terms and Conditions of Service;
- b. the MyTelBru Terms and Conditions; and
- c. the Fixed Line Terms and Conditions,
- d. TelBru WiFi Terms and Conditions (also known as TelBru Nationwide WiFi Service),

which terms and conditions are deemed to be incorporated by reference, the Customer shall be bound by the following Specific Terms and Conditions.

These Specific Terms and Conditions are available on the TelBru's website or can be requested on written request.

2. Definitions and Interpretations

2.1 For the purposes of these Specific Terms and Conditions, the following terms have the meanings set forth below: -

- 2.1.1 **"Access Medium"** shall mean the medium (whether a fixed-line telephone, mobile cellular phone, modem or otherwise, including a computer) stipulated or approved by TelBru by or through which the Customer may utilise the Broadband Service;
- 2.1.2 **"Allocated Data Quota"** shall mean the data quota which TelBru has allocated to the Customer's Broadband Plan;
- 2.1.3 **"Bandwidth"** shall mean the data transfer speed in accordance with the Broadband Plan subscribed to by the Customer which shall be provided on a best effort basis;
- 2.1.4 **"Billing Cycle"** shall mean each specified one (1) month period for which Customers must pay their Bill;

- 2.1.5 “**Broadband**” shall mean high-speed internet connection or any other data transmission that may be provided by TelBru from time to time pursuant to the Broadband Plan which the Customer has subscribed to;
- 2.1.6 “**Broadband Plan**” shall refer to either the Business Broadband Plan or the Residential Broadband Plan made available by TelBru to the Customer;
- 2.1.7 “**Broadband Service Application Form**” shall mean the Application Form provided by TelBru to the Customer when subscribing to any of the Broadband Plans inclusive of the Broadband Service;
- 2.1.8 “**Broadband Service**” shall mean the provision of Internet access via subscribed Broadband Plan, Value Added Services, and such other service or facility relating thereto provided by TelBru from time to time, that are made available through the Customer’s compatible Access Medium;
- 2.1.9 “**Business Broadband Plan**” means the Broadband Plan made available to Customers who meet the eligibility requirements set out in **Clause 3.2**;
- 2.1.10 “**Demarcation Point**” shall mean the first point of entry of the network cable at a Customer’s Premises, located at:

In the case of landed properties:

- a. the Terminal Box or Direct Joint, as the case may be, at the exterior of the Customer’s Premises via overhead standard installation; or
- b. the point at which the network cable passes the Customer’s Premises via underground standard installation

In the case of low rise and high rise buildings:

- a. the point at which the network cable connects with the Customer’s internal wiring, located inside the control room of the building where the Customer’s Premises is located.

For the avoidance of doubt, TelBru is responsible for any network cable up to the Demarcation Point and the Customer is responsible for any network cable beyond the Demarcation Point.

- 2.1.11 “**Direct Joint**” shall mean where copper cable is used, the external point at which the network cable connects with the Customer’s internal wiring;
- 2.1.12 “**Internet**” shall mean the global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardised communication protocols;

- 2.1.13 **“Price Cap”** shall mean the maximum Fees and Charges payable by the Customer to TelBru during each Billing Cycle;
 - 2.1.14 **“Residential Broadband Plan”** means the Broadband Plan made available to Customers who meet the eligibility requirements set out in **Clause 3.3**;
 - 2.1.15 **“Service Activation Date”** shall mean the date at which the Broadband Service becomes available and ready to be used by the Customer;
 - 2.1.16 **“Subscription Fee”** shall mean the monthly fee payable by the Customer, in accordance with the Customer’s subscribed Broadband Plan;
 - 2.1.17 **“Specific Terms and Conditions”** shall mean these Broadband Terms and Conditions;
 - 2.1.18 **“Terminal Box”** shall mean where fibre optic cable is used, the external point at which the network cable connects with the Customer’s internal wiring and shall be no higher than 1.5 metre above ground level or balcony level;
 - 2.1.19 **“Fair Usage Practice”** shall mean the practice implemented by TelBru to regulate excessive and unreasonable data-usage;
 - 2.1.20 **“Top-up”** shall mean the purchase of additional data quota via MyTelBru or at a TelBru Business Centre, or any other authorised channels made available by TelBru from time to time;
 - 2.1.21 **“Top-up Quota”** shall mean the additional data quota that is provided upon the purchase of Top-up;
 - 2.1.22 **“Top-up Validity”** shall mean the validity period of each purchased Top-up; and
 - 2.1.23 **“Value Added Service”** or **“VAS”** shall mean one or more additional services made available by TelBru (including Facebook Unlimited, Instagram Unlimited, and WhatsApp Unlimited, or such other Value Added Service made available by TelBru from time to time), which the Customer can choose to add on to supplement their existing Broadband Plan, at a rate prescribed by TelBru (which may vary from time to time).
- 2.1. Any capitalised terms used but not defined shall have the meaning prescribe to it in the General Terms of Service and Conditions of Service, the MyTelBru Terms and Conditions, and the Fixed Line Terms and Conditions.
 - 2.2. When used herein, the term **“Terms”** refers collectively to the General Terms and Conditions of Service, the MyTelBru Terms and Conditions, the Fixed Line Terms and Conditions and the Specific Terms and Conditions.

- 2.3. Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
- 2.4. Word denoting natural persons include bodies corporate, partnership, sole proprietorship, joint ventures and trusts.
- 2.5. Any technical term not specifically defined or described herein shall be construed in accordance with the general practices of the telecommunications industry in Brunei Darussalam. Any terms relating to computer technology not specified defined or described herein shall be construed in accordance with the general practice and the trade of computer companies and the information technology industry in Brunei Darussalam.

3. Eligibility for Broadband Service

- 3.1. The Customer shall subscribe to either a Business Broadband Plan or a Residential Broadband Plan depending on their eligibility requirements as set out below.
- 3.2. The Customer intending to subscribe to a Business Broadband Plan must meet the following requirements:-
 - 3.2.1. The Customer must be either a registered Sole Proprietor or Partnership (as evidenced by Form 16/17), or an incorporated Company (as evidenced by the Certificate of Incorporation);
 - 3.2.2. The Customer must have an existing Fixed Line subscription;
 - 3.2.3. The Customer must meet and continue to meet all other eligibility requirements as may be determined by TelBru from time to time; and
 - 3.2.4. The Customer shall have no outstanding Fees and Charges due to TelBru on any existing Service account under his name.
- 3.3. The Customer intending to subscribe to a Residential Broadband Plan must meet the following requirements:-
 - 3.3.1. The Customer must be a resident of Brunei Darussalam;
 - 3.3.2. The Customer must be at least eighteen (18) years old;
 - 3.3.3. If the Customer is a foreigner, the Customer must be an employment pass holder (with a minimum eligibility of at least six (6) months);
 - 3.3.4. The Customer must have an existing Fixed Line subscription;
 - 3.3.5. The Customer must meet and continue to meet all other eligibility requirements as may be determined by TelBru from time to time; and

- 3.3.6. The Customer shall have no outstanding Fees and Charges due to TelBru on any existing Service account under his name.
- 3.4. Notwithstanding **Clauses 3.2 and 3.3**, TelBru shall at its sole discretion determine whether a Customer is eligible to subscribe to a Business Broadband Plan or a Residential Broadband Plan.

4. Upgrade and Downgrade of Broadband Plan

- 4.1. The Customer may apply to TelBru for a downgrade of a subscribed Broadband Plan, and the Customer will be charged a fee, as determined by TelBru from time to time, for the downgrade. All downgrade applications shall only be made at any TelBru Business Centres during TelBru's operating hours, and is subject to TelBru's sole discretion.
- 4.2. The Customer may also apply to TelBru for an upgrade of a subscribed Broadband Plan at no charge, and is subject to TelBru's sole discretion. Any upgrade application shall be made as follows:
- 4.2.1. **Residential Broadband Plan:** at any TelBru Business Centres during TelBru's operating hours or via MyTelBru.
- 4.2.2. **Business Broadband Plan:** at any TelBru Business Centres during TelBru's operating hours.
- 4.2.3. **Other Broadband Plan as published by TelBru:** at any TelBru Business Centers during TelBru's operating hours or via MyTelBru.

5. Fees and Registration

- 5.1. Unless specifically waived by TelBru, the following shall be payable by the Customer to TelBru upon application for the Broadband Service: -
- 5.1.1. a registration fee (at prevailing rates);
- 5.1.2. an activation fee (at prevailing rates); and
- 5.1.3. one (1) month advance Subscription Fee.
- 5.2. TelBru may at its sole discretion cancel an application for Broadband Service if it determines that it is unable to provide the Broadband Service at the Premises due to any of the limitations set out in **Clause 13**. In the event of cancellation of application by TelBru,

TelBru will refund the registration fee, activation fee, and one (1) month advance Subscription Fee.

- 5.3. If the Customer cancels the application prior to installation works and activation of the Service, all payments made to TelBru will be refunded to the Customer.

6. Subscription Period and Ownership of Equipment

- 6.1. Any and all Equipment shall remain under the ownership of TelBru.
- 6.2. If the Broadband Service is terminated by the Customer during the Subscription Period:-
 - 6.2.1. ownership of any and all Equipment shall remain with TelBru and is to be forthwith returned to TelBru. Notwithstanding the termination notice, termination of the Broadband Service and any refunds of relevant fees shall only take effect upon return of the Equipment to TelBru; and
 - 6.2.2. any subscription fee for the terminated Broadband Plan which would have been payable by the Customer to TelBru for the remainder of the Minimum Subscription Period following such termination shall become immediately due and payable.

7. Broadband Service Installation and Installation Charges

- 7.1. Following application for the Broadband Service, TelBru will determine the availability of the Broadband Service to the Customer. If available, TelBru or its appointed contractor will contact the Customer to arrange a time and date for installation of the Equipment at the Premises.
- 7.2. The Customer must provide TelBru with at least three (3) hours' notice to reschedule or cancel a scheduled appointment. TelBru reserves the right to levy a charge for all scheduled appointments which are missed and/or appointments which are cancelled where such prior notice is not provided by the Customer.
- 7.3. If the Customer's Premises is unable to meet the minimum requirements for the installation of the Broadband Service, such that in order to obtain the Broadband Service, non-standard installation (including but not limited to internal wiring and cabling works) is required to be made beyond the Demarcation Line, and/or a specific request is made by the Customer which TelBru deems to be a non-standard installation, the Customer acknowledges and agrees that any additional cost of Equipment and required accessories for the provisioning and installation of Broadband Service is chargeable to the Customer at prevailing rates as determined by TelBru and/or its appointed contractors.

8. Broadband Service Relocation

- 8.1. The Customer may make an application to TelBru for the relocation of Broadband Service and such application shall be made at any TelBru Business Centres during TelBru's operating hours, and is subject to TelBru's sole discretion.

- 8.2. The Customer acknowledges that any relocation of the current subscribed Broadband Service is subject to: -
- 8.2.1. availability of such Broadband Service at the Customer's new premises. If the current subscribed Broadband Service is unavailable, the Customer may transfer his subscription to an alternative Broadband Service. If no alternative Broadband Service is available, or if the Customer chooses not to transfer to an alternative Broadband Service, TelBru shall treat this as an Immediate Termination Event; and
 - 8.2.2. payment by the Customer of a relocation fee (at prevailing rates) and any applicable fees and charges in relation to the relocation of Broadband Service to TelBru (which includes but not limited to additional Equipment costs and associated accessories for the provisioning of the Broadband Service is chargeable to the Customer at prevailing rates set by TelBru and/or its appointed contractors).
- 8.3. Subject to **Clause 8.2.1**, Customer acknowledges that during the relocation process, there may be some disruption to the Broadband Service and any related Service. TelBru will not be liable for any direct or indirect losses or damages arising from such service disruption.
- 8.4. Subject to **Clause 8.2**, TelBru may at its sole discretion cancel an application for relocation if it determines that it is unable to provide the Broadband Service at the Customer's new premises due to any of the limitations set out in **Clause 13** OR due to reasons beyond the control of either party. In the event of cancellation of application by TelBru, TelBru will refund the relevant fee.
- 8.5. If the Customer cancels the application, the relocation fee will not be refunded and Clause 6 of these specific terms and condition shall be applied.

9. Billing Cycle

- 9.1. At every Billing Cycle, the Customer's subscribed Allocated Data Quota shall be reset, and any remaining data quota from the previous Billing Cycle shall not be carried forward.
- 9.2. Top-up Quota purchased via Top-up during the previous Billing Cycle shall remain and be carried forward to the next Billing Cycle until the end of the Top-up Validity.
- 9.3. If the Customer's Broadband Service is activated on any date of any month, the Customer's Subscription Fee will be adjusted in accordance to the Service Activation Date.

10. Top-up

- 10.1. Should the Customer exceed the Allocated Data Quota as per the Customer's Broadband Plan, the Customer may purchase a Top-up for specific Top-up Quota and Top-up Validity.
- 10.2. It is at TelBru's discretion to determine and publish the rates and validity period of the different Top-up available for specific Top-up Quota and Top-up Validity.
- 10.3. The Customer may purchase any number of Top-up at any time within a Billing Cycle.
- 10.4. All Top-up purchased shall only remain valid until the end of the Top-up Validity specified by TelBru.
- 10.5. Purchase of any Top-up by the Customer is non-refundable.

11. Fair Usage Practice

- 11.1. TelBru has introduced a Fair Usage Practice applicable for the Broadband Service, and all Customers use of the Broadband Service and its continued use, are subject to, and shall acknowledge,, the Fair Usage Practice. It is important that Customers of TelBru are aware that their monthly fee/plan is for specific and clear amounts of data or speed or a combination of both (the choice of which is up to the customer according to their subscribed Broadband Plan) and that if this is exceeded, it can be 'topped-up' and expanded with a number of affordable and flexible amounts. If the Broadband Plan has been exceeded without topping-up, then the Broadband Service will be subject to Fair Usage Practice procedures.
- 11.2. In the event that a customer exceeds their Allocated Data Quota, TelBru reserves the right to regulate the Broadband Service (with or without notice as TelBru considers appropriate).
- 11.3. Broadband Data packages which are marketed as 'Unlimited' will be subject to Fair Usage Practice, whereby excessive and unreasonable usage which may be detrimental to the network or the experience of other users of the Broadband Service, will be moderated, unless and until a Top-Up is effected. Unreasonable behaviour or usage deemed to be extraordinarily excessive when compared to the normal usage of TelBru's 'Unlimited' package customers.
- 11.4. The regulated Broadband Service can be resumed upon purchase of additional Top-Up Quota.

12. TelBru's shall have the right to suspend the Broadband Service if:

- 12.1 Customer fails to pay the due bill on time;
- 12.2 Customer behaves in a way that we reasonably consider to be abusive, offensive, excessive, unreasonable, inappropriate, illegal, unauthorised or fraudulent, or in any way that infringes anyone's legal rights (such as copyright) or is likely to damage or negatively impact the operation of our Network, the Services or a third party's network;
- 12.3 Customer resells or resupplies a Service, or uses it other than for ordinary personal, domestic and household purposes;
- 12.4 Customer does not follow our reasonable instructions in relation to use of the services;
- 12.5 If TelBru reasonably considers customer to be a credit risk;
- 12.6 If customer is otherwise in material breach of these terms and conditions and those incorporated and the breach cannot be remedied, or customer does not remedy it within fourteen (14) days of TelBru asking customer to do so; and
- 12.7 If customer fails to allow TelBru to access premises to perform its obligations under these terms and conditions and those incorporated.

13. Equipment Warranty

- 13.1. The warranty period for all Equipment provided by TelBru is **one (1) year** commencing from the Service Activation Date. Following expiration of the warranty period, the Customer may request (at its own expense) for: -
 - 13.1.1. repair of the faulty Equipment by TelBru or its appointed contractor; or
 - 13.1.2. replacement of the faulty Equipment by TelBru, on a best effort basis.
- 13.2. The Customer acknowledges that using Equipment not provided by TelBru to connect to the Broadband Service shall not fall within the scope of TelBru's responsibility.
- 13.3. The Customer further acknowledges that he shall bear cost if any, for repairs, replacements and remedial solutions/works required of any faulty Equipment not provided by TelBru.
- 13.4. Clause 12.1, shall not apply if it is in contradiction with Clause 8.10 of TelBru's General Terms and Condition for Services whereby the Customer must and shall always maintain the Equipment in good, working condition throughout the duration of the Customer's subscription to the Broadband Service.

14. Broadband Service Limitations

- 14.1. The Customer acknowledges and agrees that Broadband Service availability and/or performance is subject but not limited to:-
 - 14.1.1. the types and number of devices used to connect to the Broadband Service e.g. personal computers, tablets, laptops, phones;

- 14.1.2. availability of resources including, without limitation to, availability of a suitable network infrastructure and fibre coverage at the time the Broadband Service is requested or delivered;
 - 14.1.3. geographical and technical capability of the network infrastructure, fibre coverage and TelBru's delivery systems at the time and location at which the Broadband Service is requested or delivered; and
 - 14.1.4. other factors which are controlled by and/or dependant on third party service providers/contractors.
- 14.2. The Customer accepts that neither TelBru, its subsidiaries or appointed contractors shall be responsible to the Customer for any loss, damage, claim or compensation whatsoever arising from or related to the use by the Customer of the Broadband Service including but not limited to disruptions, delays, errors or unavailability of the Broadband Service and/or any damage to the equipment or the Premises of the Customer.

15. Value Added Service

- 15.1. The Customer may apply for one or more Value Added Service by submitting the relevant Application Form at a TelBru Business Centre, or such other method as TelBru may prescribe from time to time.

Eligibility

- 15.2. The Customer intending to subscribe to a VAS must have an active Broadband Service under the Customer's name.

Fees and Charges

- 15.3. The monthly charge for each VAS ("**VAS Subscription Fee**") shall be at prevailing rates as determined by TelBru from time to time.
- 15.4. Upon meeting the eligibility requirements for the VAS, the monthly VAS Subscription Fee for each subscribed VAS shall be reflected on the Customer's Bill until such VAS is terminated or the Broadband Service is terminated. If a VAS is subscribed to within the Billing Cycle, the Customer is still liable for the full VAS Subscription Fee for the first month of subscription.

Usage

- 15.5. Each VAS subscribed to shall only be used for the purpose for which it is intended. If the Customer chooses to browse pictures, images, videos or any third party's sites or links which are not contained within the relevant subscribed VAS sites, such data usage will be deducted from the Customer's subscribed Broadband Plan.
- 15.6. Any data usage which falls outside the scope of the subscribed VAS (for example if the Customer chooses to browse pictures, images, videos or any third party's sites or links

which are not contained within the relevant subscribed VAS sites) shall be deducted from the Allocated Data Quota or any purchased Top-up Quota, as the case may be, of the subscribed Broadband Plan to which the VAS is tagged to.

Termination of Value Added Service subscription

- 15.7 The Customer may visit any of TelBru Business Centre or call TelBru Customer Care hotline 111 to terminate any of their VAS subscription.
- 15.8 If a VAS subscription is terminated within the Billing Cycle, the Customer is still liable for the full VAS Subscription Fee for the month of termination.

16 Change of Terms and Conditions

TelBru reserves the right to change these terms and conditions at any time. In the event that any changes are made, the revised terms and conditions will be updated through TelBru website and notice may be provided to the customer through email address the customer provides, bill insert , bill message or TelBru Social Media channels. It is the Customer's responsibility to check for any such notification. Your continued subscription to the service after the effective date of the change constitutes your acceptance of such change.