



Terms and Conditions for Cakapp Service

1. Incorporation by reference

In addition to:

- a. The General Terms and Conditions of Service
- b. TelBru's Privacy Policy
- c. TelBru's Broadband Service Terms and Conditions

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 which hardcopies can be requested on written request.

2. Definition and Interpretations

'Cakapp' shall mean the application developed by TelBru as a voice value added service for our Customers and users.

'Voice Packs' are multiple types of minutes to call specific destinations (local or international) that are published by TelBru from time-to-time.

'Cakapp Credits' are credits purchased which may only be spent in the Cakapp applications to purchase Voice Packs and/or make calls.

'Cakapp Wallet' is a feature in the Cakapp application whereby you can store, manage and view your Cakapp Credits which you have purchased.

3. Eligibility for using the Cakapp Service

3.1. Accurate and true information

TelBru, the Cakapp application, will require your details, which may include information such as address, age and others. The information you provide must be true, accurate and complete. TelBru reserves the right to

prevent you from accessing and using the Cakapp application and therefore the services running within the application if you do not provide the information required.

3.2. Your Information

By virtue of the Laws of Brunei Darussalam, where required by the relevant authorities, TelBru reserves the right to release your details as contained in our system/database in order to assist the authorities in resolving security issues, incidents or matters of national interest/security. This is further explained in our TelBru Privacy Policy.

4. Responsibility for using the Cakapp application and therefore its services

4.1. Unlawful materials/actions when using the Cakapp service

Your use of the Cakapp application and therefore its Services must not in any way contravene any directives, laws or orders within Brunei Darussalam as well as those outside of Brunei Darussalam. You are prohibited from using this service to deliberately distribute, store or transmit unlawful materials. You agree that third party claims to you from using this Service will be borne by you and not of TelBru as the user of the Service is yourself or those you have admitted and have allowed to use the Service. This clause is also not limited to the distribution of harmful materials which may compromise the security of the application (including but not limited to: malware, hacking tools to enter the app and others).

4.2. Copyright

You are also prohibited from copying any material from this application in any way for your own use. We may take action at any time for all activities we deem unfit done through the Cakapp application or anything in relation to our Services.

4.3. Resell of the Service

The Cakapp application and the Service running on the application, its materials included, is owned and operated by TelBru. You are not allowed to lease, lend, sell and redistribute the Cakapp application in anyway without any written consent from TelBru.

5. Security of User Accounts

When you create an account in the Cakapp application and thereon using the application/service within the application, you will be responsible for all activities occurring under it. This means you are responsible for keeping your password and other details which yourself deem to be sensitive safe from any unauthorized use and/or a breach. You may be held liable for any loss that occur through your account.

Note: If you suspect a breach of security on your account or there is a breach of security on your account through unauthorized use of your account, you must to inform TelBru at the soonest possible time upon your discovery of that breach. TelBru reserves to suspend or terminate your account at any time if we deem the action fitting or any



sort of actions which are necessary to mitigate the breach.

6. Update to these Terms and Conditions

6.1. Updating these Terms and Conditions may come frequently as the application may be upgraded from time to time. TelBru reserves the right to alter these terms and conditions at any time and may be done with/without notice to Customers.

6.2. Continuation of using the Cakapp service

If you continue to use the Cakapp service at any time during your subscription with us, your continued usage shall be deemed as your acceptance to any alteration/revisions of the Terms and Conditions made thereon. If you do not agree, you reserve the right to stop using the Cakapp service and terminate your account according to Clause 13.

7. Call usage

7.1. Usage of Cakapp application when you have an existing Call Forwarding VAS service (also known as 'PhoneXtra' service subscription)

If you are an existing TelBru subscriber, with an existing Call Forwarding subscription, you will still be able to use the Cakapp service. However, receiving incoming call(s) on the app will only be possible if you have disabled the Call Forwarding functionality on your landline phone. If Call Forwarding functionality is enabled on the landline phone, even if you enable receiving incoming call button on the Cakapp application, the call will not get

forwarded to the Cakapp application.

You may call the TelBru Customer Care 111 or visit any of the TelBru branch for further clarifications to this.

8. Call Quality

8.1. Call quality will be dependent on the quality of your connectivity of your device to the internet.

9. Purchase of top-ups to obtain Cakapp Credits

9.1. Where to get physical top-up

You may purchase a physical top up i.e. the Cakapp Prepaid Cards* from any TelBru Branch counter and/or any authorized TelBru retailers.

9.2. Physical top-up to Cakapp Credits

When you purchase any top-ups, it will automatically be converted to Cakapp Credits.

9.3. Where to get virtual top-ups

For purchasing virtual top-ups, you will need to access your Cakapp account and select *shop* to view and purchase the virtual top-up. You will be required to enter your valid credit/debit details and will be directed to a payment gateway to confirm your purchase.

9.4. Virtual top-up to Cakapp Credits

Upon your successful purchase, your account will be credited with the top-up value you have purchased thereon will be automatically converted to Cakapp Credits which shall remain valid for a period as specified for each top-up value.

**Note: 098 and Budget Call cards may still be utilized for the Cakapp application and service, however, this will be for a limited duration and will eventually be phased out and the Cakapp call cards will be the sole prepaid call card to be used with the Cakapp application. Similar to the above, 098 and Budget Call cards when topped-up in the Cakapp application, the value of any top-up will be converted to Cakapp Credits.*

E.g. of 098 and Budget Call cards conversion to Cakapp Credits shall be as below:

5\$BND worth of 098 or Budget Call Card = \$5 Cakapp Credits

10. Cakapp Credits and what you can do with it

10.1. Buying Voice Packs using the Cakapp Credit

With the Cakapp Credit that is available in your account, allows you to purchase Voice Packs which are available in the Cakapp application's shop page.

10.2. Voice Pack validity

Upon your successful purchase, your Voice Pack validity will be according to the Voice Pack value as contained for each specific Voice Pack. If you purchase the same multiple Voice Pack at the same time, the Voice Pack Validity will commence upon the successful payment. Not right after you have used up your first Voice Pack. I.e. when you purchase the two same bundle Voice Packs on two different days, the validity will initiate



upon successful purchase of those packs.

10.3. Cakapp Credit validity

The various Cakapp Credits made available by TelBru will have their own validity. When you have reached the expiry date of your Cakapp Credit validity, your expired credits will no longer be available for use and will not be refunded. i.e. any unused Cakapp Credits when reach their validity date will no longer be available for use.

10.4. Call Drop with Cakapp Credit

There will be no call drop capability enabled when using this service. Which means, so long as you have credits in your Cakapp Wallet, you may still make calls so long as it is permissible according to the current rates published.

10.5. Your responsibility for your own Cakapp Credits

Any purchase of top-ups using the Cakapp application which is then converted to Cakapp Credits, those charges arising whether through your opted billing choices (i.e. post-paid bills or debit or credit card bills or cash), so long as the source of the purchase is done through the application, the application owner/user will be accountable for any/all charges incurred*.

**Note: in the case where the user accidentally purchases any top-up, you may refer to clause 10.7.*

10.6. Transfer of Cakapp Credits between different Cakapp accounts

This functionality is only available between a Cakapp Prime account to its associated Cakapp Plus account only. You may not transfer Cakapp Credits to other Cakapp account which are not associated or other types of Cakapp accounts e.g. Go Extra or Go Lite accounts.

10.7. Refunds of Cakapp Credits to your Cakapp Wallet

Depending on your subscription, all valid refunds may only be done in Cakapp Credits to your Cakapp Wallet or when opted, to your postpaid billing (Cakapp Prime account only). This will depend on whether you have successfully gone through the necessary validation process for refunds.

If you encounter any inconsistencies with the values contained in your Cakapp Wallet, you should immediately contact TelBru's Customer Care 111 or you may visit any of TelBru's branch near you to fix the inconsistencies.

10.8. Call usage refunds/minute refunds

For call usage refunds, you will only be refunded for scenarios upon which you have made calls to a destination and it is not connected or failed to call to the destinations but resulted in the deduction of your Cakapp Credits/minutes. Refunds may only be provided in either Cakapp Credits/minutes.

The decision made to either award or reject refund claims is subject to TelBru's final decision.

11. Other Charges

11.1. Other charges

The rates for calling locally or internationally consist of a per-minute rate as set out on <http://telbru.com.bn/media/pdf/prepaid-voice-international-rates.pdf>. TelBru may change the rates at any time without notice to you by posting such change at <http://telbru.com.bn/media/pdf/prepaid-voice-international-rates.pdf>. The new rate will apply to your next phone call once the new rates have been published. TelBru advise all users to check published rates prior to placing any calls. The duration of a call shall be based on one-minute increments. Fractions of minutes will be rounded up to the next minute.

Note: At the end of a call, fractional cent charges will be rounded up or down to the nearest whole cent. For example a total call at a price of \$0.024 will be rounded to \$0.02 or For example a total call at a price of \$0.025 will be rounded to \$0.03. During the call, charges incurred will be deducted automatically from the Cakapp Credit balance in your User Account.

11.2. Data Charges

Data charges shall apply when using the Cakapp application onboard of any Internet plans which you subscribed to from any other operators (local or international). You are responsible for keeping yourself informed on the various charges levied to you, including roaming charges. However, when using TelBru's Home/Residential Broadband and Postpaid Nationwide WiFi, your use of the



Cakapp application will not consume your Allocated Data Quota. However, this is not applicable for TelBru's WiFi Prepaid Service.

12. Registration, Eligibility and Recurring/monthly charges

12.1. Cakapp Prime

You can register for the Cakapp Prime only at any TelBru branch. Upon your successful registration and activation of Service, you will be charged immediately regardless if you start using the Cakapp application on the same day or not. You can only register with Cakapp Prime if you are an existing TelBru voice and/or broadband subscriber. You will continue to be charged on your monthly bill for using the Service until you deactivate the Service through the counter.

12.2. Cakapp Plus

You can register for Cakapp Plus accounts through the Cakapp application only via the Cakapp Prime account. Upon successful purchase of the Cakapp Plus account, you will be charged immediately regardless if you start using the app on the same day or not. Cakapp Plus accounts can only be created if you have an existing Cakapp Prime account. You will continue to be charged for the Cakapp Plus service until you cancel or deactivate the accounts through the app.

12.3. Go Lite

You can register for Go Lite via the mobile app by entering a valid mobile number (including numbers outside of Brunei Darussalam). By entering the

mobile number you have agreed that you are the rightful owner of the number or have obtained legal approval to use the number by a third party and that you will be liable for any use of the number. You will not be charged any recurring fees and will only be asked to top up minimum of \$3 or any other specified amount for first time usage

12.4. Incoming calls when using the Go Lite account

Go lite accounts will not be able to receive incoming calls from both landline and mobile numbers. Go Lite Accounts may only perform outgoing calls.

12.5. Go Xtra

You can register for the Go Extra account only at any TelBru branch. Upon your successful registration and activation of service, you will be charged immediately given that you have enough Cakapp Credits in the Cakapp Wallet. You can only register with this if you are an existing Go Lite user. You will continue to be charged with Cakapp Credits only when using the Go Extra service until you deactivate the Service through the counter.

Note: if your Cakapp Wallet displays insufficient funds or you have used up all your Cakapp Credits at the end of the subscription period (30 days), you will be automatically be reverted to a Go Lite account.

13. Termination of your Cakapp accounts

13.1. Termination of Cakapp Prime

No termination fee will be imposed for termination of a Cakapp Prime account. If you terminate the account in less than 30 days after registering, your billed amount will be pro-rated and will be reflected in your Bill. Cakapp Prime can only be terminated via the TelBru counter at a TelBru Branch, thus you will continue to be charged the recurring fees until you terminate the Service at the TelBru counter. Termination of Cakapp Prime accounts will automatically terminate any Cakapp Plus accounts associated to it. Upon successful termination, any remaining Cakapp Credits and Voice Packs will no longer be available and will not be transferred to any device nor will it be able to be exchanged into cash. Once the service number has been de-associated from Cakapp Prime, the service number will remain available for the account holder to use as long as the service number remain active.

13.2. Termination of Cakapp Plus

No termination fee will be imposed to any termination of any Cakapp Plus account. Cakapp Plus accounts can only be terminated by the Cakapp Prime user via their own device. Cakapp Prime users will have the right to terminate the account with or without consent to the Cakapp Plus users. If you terminate the account in less than 30 days after registering, your billed amount will be pro-rated and will be reflected in your Bill. TelBru will continue to charge the Cakapp Prime user with the recurring fees until they terminate or deactivate the service on the Cakapp Application. Once you have terminated the Cakapp Plus



account, the service number will be quarantined in our system for a period of 90 days. If you wish to re-use the number again, you are required to go to our nearest counter to request for the same number within the 90 day period. However, TelBru will not be obliged to provide you with the requested number if service number has been in quarantine list for more than 90 days or have been taken over by another user whichever the case may be.

13.3. Termination of Go Xtra

No termination fee will be imposed to any termination of Go Xtra. Termination of service can only be made at a TelBru counters at any of TelBru's branch. First time registration will result in an immediate deduction of \$6 fees or any fee of that time from your credit wallet. TelBru will continue to charge you with the recurring fees until you terminate or deactivate the service on the app. Once you have terminated the Go Xtra account, the service number will be quarantined in our system for a period of 90 days. If you wish to re-use the number back, you may drop by to our nearest counter for such request. However TelBru will not be obliged to provide you with the requested number if service number has been in quarantine list for more than 90 days or have been taken over by another user whichever the case may be.

13.4. Associated accounts (Cakapp Prime + Cakapp Plus)

For any remaining Cakapp Credits in your account, if in a situation where your existing service number is terminated/suspended, your

Cakapp Prime account and Cakapp Plus account will directly be effected and the remaining Cakapp Credit and or minutes from Voice Pack(s) left in your account will automatically be forfeited.

13.5. Upon your successful termination

Any Customer wishing to terminate the account must follow the processes as determined by TelBru. All user accounts upon successful termination with remaining Cakapp Credits, minutes from Voice Pack(s) purchased will be forfeited.

14. Limitations

14.1. Service numbers with Free Call Capability

For TelBru subscribers who are on 'Free calls Only' subscriptions, you may not be able to receive incoming calls to your Cakapp application.

15. TelBru's General Terms and Conditions for Services and other terms associated/incorporated

15.1. All TelBru's Services

All Services operated by TelBru is governed by the TelBru General Terms and Conditions for Services. The rights and protections conferred on TelBru under these terms and conditions shall be additional to the rights and protections conferred on TelBru under TelBru's General Terms and Conditions for Services and any other terms and conditions agreed or accepted by the Customer.

16. Contacting TelBru

16.1. Our Customer Care 111

16.1.1. For any further information in relation to the Cakapp service, you may visit the TelBru website at <https://www.telbru.com.bn> or call our Customer Care Center by dialing 111 and/or visit any of TelBru's branches (or known as TelBru Business Center) near you.