



TERMS AND CONDITIONS FOR TRAVEL eSIM

1. Incorporation by reference

- 1.1 The General Terms and Conditions for Services shall apply to all services rendered by Imagine Sdn Bhd (hereinafter referred to as “imagine”) and are hereby incorporated by reference into the following terms and conditions, in connection with the Travel eSIM.
- 1.2 The Customer shall comply and be bound by the General Terms and Conditions for Services and the following Terms and Conditions for Travel eSim.
- 1.3 All Terms and Conditions are provided on the website www.imagine.com.bn.

2. Registration for Travel eSIM

- 2.1 The Customer may register to purchase Travel eSim on https://app.imagine.com.bn/travel_esim/. The activation of the Travel eSIM and acknowledgement of Activation Policy is the Customer's responsibility.

3. Rights of imagine

- 3.1 imagine shall use reasonable endeavours to provide Customer quality service. However, imagine does not guarantee a flawless, uninterrupted service, provided on time, and be safe or fault-free. The Service is provided on a 'as available' and 'best effort' basis.
- 3.2 imagine 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 progress or complete.

4. Customer's Obligations

- 4.1 The Customer shall use the Travel eSIM in compliance with these Terms and Conditions.
- 4.2 The Customer shall use the Travel eSIM in accordance with all applicable laws and regulations of the country in which the Customer is present or ordinarily resident.
- 4.3 The Customer shall not use the 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; that causes the network to be impaired or damaged.

5. Device Compatibility

- 5.1 The Customer is responsible for ensuring that their device is eSIM compatible and network-unlocked. Device compatibility may depend on the carrier and country of origin, the Customer shall check the list of eSIM-compatible devices provided at the https://app.imagine.com.bn/travel_esim/.
- 5.2 By availing of the Service, the Customer acknowledges that they have an unlocked, eSIM-compatible device, which is required in order to access the Travel eSIM.
- 5.3 The eSIM compatibility list is not exhaustive, meaning newly announced eSIM-compatible devices may still need to be added.

6. Commencement and Termination of the Customer Agreement

- 6.1 The commencement of the agreement between imagine and the Customer relating to the Service commences upon completing the order at the imagine website <https://imagine.com.bn/> or via the imagineGo App.



- 6.2 Imagine shall have the sole right to suspend or terminate the Service and shall not be liable for doing so.
- 6.3 Imagine may at any time suspend or terminate this agreement with immediate effect if the Customer commits a breach of its obligations in Clause 4 (Customer's Obligations). During the suspension or termination, the Customer shall continue to pay all charges due under this agreement in respect of the suspended Services.
- 6.4 The agreement will be terminated if the Customer does not have an active data package or has deleted the eSIM from the target device.

7. Payment and Charges

- 7.1 The Travel eSIM will be charged in Brunei Dollar (BND).
- 7.2 The charges for the Travel eSIM will be the amount the Customer has selected on the https://app.imagine.com.bn/travel_esim/ and will be made known to the Customer for confirmation before they conclude the purchase. Charges must be paid accordance with the instructions as specified by imagine on https://app.imagine.com.bn/travel_esim/
- 7.3 The payment of the Travel eSIM shall be made by Credit Card or Debit Card only.
- 7.4 A notification via email will be sent to the Customer once the payment has been made.
- 7.5 When purchasing the Travel eSIM, the payment method is subjected currency conversion fee and fluctuation in exchange rate. imagine is not responsible for any such fees or fluctuations, and imagine does not control the exchange rate used by third-payment processors or financial institutions

8. Refund, Cancellation and Modification Policy

- 8.1 The Customer may request for a refund or eSIM-replacement if the eSIM cannot be **installed and used** due to a technical problem from our service provider.
- 8.2 A refund request can be made within thirty (30) days from the date of purchase when the activation is no longer possible following extensive collaborative troubleshooting.
- 8.3 Cooperation with the Customer to resolve the issue promptly is required for a refund to be granted
- 8.4 Each data package has its own validity period. No refund of any form will be offered for the remaining data when the validity period expires.
- 8.5 **No refund shall be granted for the following reasons:**
 - 8.5.1 Once Customers install the eSIM, it will be considered used;
 - 8.5.2 No refund or remuneration of any kind will be issued due to charges from alternate phones, alternate SIM cards, alternate providers, hotel phones, or other charges that are not directly linked to the Customer's eSIM account; and/or
 - 8.5.3 In the event that there is evidence of abuse, violation of our Terms and Conditions, or any fraudulent activity connected with imagine products and services.
- 8.6 If the Customer reasonably and in good faith disputes an invoice or part of it, the Customer shall notify to imagine within twelve (12) days of receipt of the invoice.
- 8.7 If the refund request is not within the above, imagine shall investigate the request on a case-by-case basis. If the refund is approved, a processing fee may apply. The maximum refund of credit a Customer can apply for must be equal to or less than the total amount they paid.



9. Refund Process

To request a refund, contact Imagine's support team via the Contact Us page. Please be aware that our refund policy above will apply.

Depending on the nature of the issue, Customers will be asked for further information to support their refund request, such as screenshots of the device settings for technical issues or details of why the invoiced amount is incorrect and, if possible, how much the Customer considers is due, etc.

10. Use and Disclose Data and Information of the Customer

The Customer hereby affirmatively agrees, consents to and authorizes imagine's right to collect, use and disclose data and information of the Customer under for the purposes of provisioning and administering services, market research, network and service enhancement, sharing of rewards and benefits, security and risk management, compliance with legal and regulatory requirements and other purposes, withdrawals or corrections which may have been separately notified by or to the Customer.

11. Severability

Any clauses forming part of these Terms and Conditions, which are or become 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. Amendment and Variation

imagine reserves the right to amend or vary these Terms and Conditions by giving thirty (30) days' notice thereof to the Customer and any such amendment, variation or supplement shall take effect upon expiring of the thirty (30) days' notice or a later date determined by imagine.

13. Compliance with Governing Law

These 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.

14. Representation and Affirmation by the Customer

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