

Online Sales Service Terms & Conditions

This Online Sales Service is provided to the Customer by Progresif Sdn Bhd (“Progresif”) subject to these terms and conditions (“T&Cs”). Your use of this service constitutes unconditional acceptance to be bound by these T&Cs including any of its amendments, revisions or alterations made from time to time.

1. Definitions

1.1 “Agreement” means the T&C for the delivery of the product(s), any online sales service order form and any other documents, which are to be construed to be part of this Agreement. This Agreement forms a contractual obligation and shall be legally binding on the parties.

1.2 “Online Sales Service” means the online sales service provided by Progresif on Progresif’s website or any other platform.

1.3 All other definitions, except for those listed above, are the same definitions found in the relevant terms and conditions of the product(s) being purchased by the Customer.

2. Pricing

The Customer shall be liable to pay all the fees, charges and other such payments incurred by the customer and any supplementary line holders. All charges would be in Brunei Dollars.

3. Payment

3.1 Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the Customer, the Customer agrees, understands, and confirms that their information relating to credit cards transmitted over the Internet may be susceptible to misuse, hacking, theft and/or fraud and that Progresif shall have no liability over such actions.

3.2 The Customer agrees that the debit card or credit card details provided for use of the online sales service must be correct and accurate, and that the Customer shall not use a credit card, that is not lawfully owned by them or the use of which is not authorized by the lawful owner thereof. The Customer further agrees and undertakes to provide correct and valid credit card details.

3.3 The Customer may make payment to Progresif by using a debit card or credit card. The Customer warrants, agrees and confirms that when they initiate a payment transaction and issues an online payment instruction and provides their bank details:

- The Customer is authorizing debit of the nominated card/ bank account for the payment of fees selected by such Customer along with the applicable Fees.
- The Customer is responsible to ensure sufficient credit is available on the nominated card/bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the Customer inclusive of the applicable Fee.

4. Delivery

4.1 Progresif shall endeavor to deliver the product(s) to the Customer within the next three (3) working days of receiving the online order (excluding fixed broadband services).

4.2 Progresif shall deliver the product(s) to the Customer and Progresif shall ask for legal and valid identification to validate the identity of the Customer.

4.3 The Customer shall sign the relevant product(s) terms and conditions and warranty forms (if applicable) upon delivery of the product(s).

4.4 In the event of the Customer being unavailable, the product(s) will be sent to the nearest Progresif retail store for collection by the Customer.

4.5 Progresif shall not be responsible for any unforeseeable disruptions, delays in delivery and any situation which will hinder the performance of the Online Sales Service.

4.6 Deliveries can only be made on Mondays to Saturdays to the Brunei-Muara, Tutong, Belait and Temburong districts.

4.7 The delivery of port-in mobile services, and fixed line services, and new fixed line installation shall be dependent on UNN Installation Period.

5. Cancellation & Refund Policy

5.1 The Customer acknowledges there shall be no cancellations or refunds for any product subject to Clause 5.3. However, the Customer are allowed to exchange only (excluding fixed broadband services) in the event that the product received is not of stable, working condition.

5.2 Upon the submission of the online order form and payment by the Customer, the purchase shall be considered as final. No cancellations, including any proposal of refunds, shall be accepted by Progresif once the online order form has been submitted by the Customer.

5.3 In the event that the Customer does not receive their products within thirty (30) days after purchase, the Customer is entitled to a full refund provided the Customer notifies to Progresif.

6. Inspection of Goods

6.1 Upon receipt of the product(s), the Customer shall examine them for defects without undue delay.

6.2 Written notification of any obvious defects shall be given without undue delay, but not later than within 14 days of receipt of the product(s). Such notification of defects must be in writing and shall precisely specify the type and extent of the defect. If Progresif agrees there is a defect, Progresif shall replace the product within three (3) amount of days.

6.2.1 The Customer shall provide written notice to Progresif by contacting online@progresif.com

7. Confidentiality

Progresif agrees that such knowledge or information provided by the Customer shall not be published, disclosed or divulged by Progresif or any of their employees, officers or agents to any other parties without first having properly obtained the written permission of the Customer.

8. Indemnity

The Customer shall indemnify Progresif from any personal injury or death caused by the act, negligence or omission of its employees in connection with the performance of its duties and obligations under this Agreement or by defects in the product(s) delivered pursuant to this Agreement.

9. Customer's Representations and Warranties

9.1 The Customer represents and warrants to Progresif that the information provided by the Customer in the registration form is true and accurate. The Customer shall immediately notify Progresif of any changes in the information as required in this Agreement.

9.2 By submitting the online order form, the Customer expressly consents to the use and disclosure of any information belonging to the Customer to whom such disclosure is deemed necessary for the facilitation of the Online Sales Service, business, financial, marketing or legal operations and activities of Progresif, or in compliance with any

statutory or legal obligations imposed upon Progresif by any relevant agency or authorities.

10. Force Majeure

Progresif shall NOT be liable for any interruption or discontinuation of service due to acts of God, emergencies, military operations, civil disorder, industrial disputes of any kind, fire, flood, lightning, rain, weather, any natural disasters, outages, explosion, acts or regulation by the governmental agencies (including the withdrawal of consents, permits or licenses) or omission, failure, termination or cessation by third parties and relevant authorities beyond the control of Progresif.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam.