

1. Definitions and Interpretation

1.1 In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

"Customer" means any person who applies for or subscribes for or utilises the Service;

"General Terms" means Dhiraagu General Terms and Conditions of Service;

"Installation" means the installation of the Line at the Premises, including the provision of required cables and wiring, from Dhiraagu's network interface point situated outside the Premises to the Premises;

"Line" means a telecommunications line to which a telephone may be connected for voice calls or facsimile transmissions to be made or received;

"Maintenance" means the inspection, repair and, where necessary, replacement of the cables, wires and socket(s) constituting the Line installed by Dhiraagu;

"Service" means the provision, installation and maintenance by Dhiraagu of a Line at the Premises for telephone calls to be made or received at the stipulated Premises;

"Premises" means the premises stated in the Customer's application to Dhiraagu for the Service as the premises at which the Service is required;

"Internal wiring" means all telephone cable wiring done within the Customer Premises;

"Demarcation Point" is the point where the Dhiraagu Network enters the Customer Premises;

1.2 The words and expressions used in these Specific Terms and Conditions, which are defined in the General Terms but are not defined in these Specific Terms and Conditions shall have the same meanings as defined in the General Terms unless the context otherwise requires.

2. Installation and Maintenance

2.1 The Line shall be installed by Dhiraagu at the Premises specified by the Customer.

2.2 The Service does not include the provision or installation by Dhiraagu at the Premises of any equipment (including any telephone) required for the Customer to make or receive calls or derives any other benefit from the Line in the absence of any express written agreement by Dhiraagu to provide any such equipment. Any and all such equipment shall be provided by the Customer at the Customer's expense.

2.3 In the event that Dhiraagu is of the opinion that the installation of the Line at the Premises would require, involve or incur:

- (a) any risk of injury to any person;
- (b) the use of equipment which is not commonly used in the installation of a Line;
- (c) the relocation of any structure, fixture or fitting at the Premises; or
- (d) costs, expenses or manpower resources which exceeds the amount usually required on the part of Dhiraagu for the installation of a Line;

Dhiraagu may decline to install the Line or impose such conditions (including the provision of equipment or the payment of any charges or reimbursement of expenses by the Customer) as it may consider appropriate and defer the installation of the Line and the provision the Service to the Customer until after all such conditions have been fulfilled. This clause 2.3 is subject to the Regulation and to any final direction or determination of Telecommunication Authority of Maldives.

2.4 Where the Customer is not the owner of the stipulated Premises, Dhiraagu may ask the Customer to obtain such approval and consent from the owner thereof for the installation or relocation of the Line and the work required to be carried out by Dhiraagu for the purpose and shall indemnify Dhiraagu in respect of any and all claims against Dhiraagu in respect of any and all work carried out by Dhiraagu for the installation or relocation at the Premises of the Line or any equipment relating to the Service.

2.5 Dhiraagu shall terminate the Line to a termination point specified by the Customer within the Customer Premises, if horizontally the cable length from the Demarcation Point is within 10 meters, or vertically within the first 2 floors of the Customer Premises.

2.6 The Customer shall provide all internal wirings, except with exceptions made in clause 2.5 Where Dhiraagu is requested to provide any such internal wiring, the Customer shall pay Dhiraagu the charges imposed by Dhiraagu for such wiring.

2.7 Dhiraagu shall repair free of charge all damages caused to telephone cables and distribution boxes due to normal wear and tear and due to work carried out by Dhiraagu. All other repairs shall be paid for by Customer at the reasonable rates imposed by Dhiraagu for such repairs.

3. Removal or Relocation

3.1 The Customer shall procure that any Line installed by Dhiraagu at the Premises is not removed or relocated (whether within or outside the Premises) without Dhiraagu's prior written consent.

3.2 Dhiraagu shall not be obliged to remove and reinstall the Line to any other premises unless it has agreed to do so and the Customer has agreed to pay such charges as may be imposed by Dhiraagu for such removal and reinstallation.

4. Suspension and Termination

4.1 Dhiraagu shall be entitled to terminate the Service at any time if in the reasonable opinion of Dhiraagu, the Customer intends to cease or has ceased using or occupying the Premises

4.2 If Dhiraagu shall at any time be unable to obtain or maintain any licence, wayleave, permission, or easement necessary for the provision or maintenance of the Service, Dhiraagu may, by notice in writing to the Customer, terminate the Service as from the date of such notice.

4.3 Either Dhiraagu or the Customer may terminate the Service at any time by giving to the other not less than 14 days' prior written notice of such intention to terminate the Service.

4.4 The Customer may request a voluntary suspension of the Service, for an on-off period not exceeding six months, without terminating the Service. In the event that Customer requests such suspension, the Customer shall pay a one-off suspension charge as notified by Dhiraagu to the Customer.

5. Limitation of Liability

Dhiraagu shall not be liable to the Customer for any loss, damage or inconvenience incurred or suffered arising from any delay on the part of Dhiraagu in the provision of any Service or in undertaking Installation or Maintenance.

6. Consent to Use and Disclose Customer Information and Data

The Customer agrees that Dhiraagu shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with Clause 16 of the General Terms and Conditions available on Dhiraagu website at www.dhiraagu.com.mv

7. General

The Customer shall be bound by and shall fully observe and comply with the General Terms and Conditions as well as such other terms and conditions as may be agreed or accepted by the Customer.

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