

Effective Date: 28 October 2024

These Terms of Use ("Agreement") govern your access to and use of the Dhiraagu NetProtect service ("Service").

Dhiraagu will not bear any cost or expense relating to any adjustments which may be required to your operating environment in relation to such changes. If you are not satisfied with such changes you may unsubscribe from the Service.

1. INTRODUCTION AND AGREEMENT TO TERMS

- 1.1. This Agreement sets out the duties and responsibilities of DHIRAAGU and you relating to your use of our cloud-based security solution supporting the protection of your connected devices from cyber threats while on Dhiraagu network (the "Dhiraagu NetProtect"). This Agreement and any terms updated and notified to you from time to time are accepted by you when you use Dhiraagu NetProtect.
- 1.2. By clicking to accept or agree to these terms, you provide your electronic signature, which is legally binding and equivalent to a wet ink signature in accordance with the Electronic Transactions Act (Law No: 2/2022). If you do not agree to these terms, you should refrain from using the Services.
- 1.3. You may be subjected to additional third-party terms, relating to your use of Dhiraagu NetProtect.
- 1.4. We may modify this Agreement or any related policies at our discretion. Notification of such changes will be made via our website, Mobile App or other suitable means. Your continued use of the Service after any such amendments constitutes acceptance of the updated terms.

2. DEFINITIONS

- 2.1. In this Agreement:

"Agreement" means (a) these Service Specific Terms of Use (the "Terms"), (b) General Terms and Conditions for the Provision of Our Services as published on our website www.dhiraagu.com.mv; which shall apply to Dhiraagu NetProtect in addition to these Terms, except to the extent, if any, expressly excluded or contradictory to the terms herein; and (c) any additional or varied terms and conditions as we may inform you from time to time;

"Bill" means any invoice or statement in digital form or otherwise, showing the total billed amount, which is issued or rendered by us for any Charge, fee or other sum stated as due or payable to us and/or of the sum or balance due or payable to us in respect of any Service;

"Charges" means all charges payable by you, for the Services, as set out in the Agreement and further specified under clause 5;

"DHIRAAGU" means Dhivehi Raajjeyge Gulhun Plc (C-0024/1988);

"Force Majeure Event" events beyond DHIRAAGU's control, such as natural disaster or network disruption;

"Intellectual Property Rights" or **"IPR"** means copyright (including rights in computer software), patents, trademarks, trade names, service marks, business names (including Internet domain names), design rights, database rights, semi-conductor topography rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)) and all other intellectual property or similar proprietary rights of whatever nature (whether registered or not and including applications to register or rights to apply for registration) which may now or in the future subsist anywhere in the world;

"Service(s)" includes both Dhiraagu NetProtect services and other related and value-added services we provide to you, including how we determine to provide such services; and any changes to your services or additional services we provide to fulfil your request, order or instruction;

"Partner" means our third-party suppliers and their affiliates (if and as applicable) engaged by us for provision of Services;

"you" and **"your"** means the person who subscribes to, purchases and/or uses the Services, including a person who we reasonably believe is acting with your authority or knowledge; and

"we" or **"us"** mean DHIRAAGU and **"our"** has a corresponding meaning;

3. **YOU WARRANT AND REPRESENT THAT:** (a) you are at least 18 years of age and have the capacity to contract; and (b) any information provided in relation to the Services, are true, accurate, complete, and up to date. You are responsible for notifying us of any changes to such information; and (c) any undertaking in this Agreement not to do any act or thing is understood to include an undertaking not to permit anyone else to do that act or thing.

4. PRE-REQUISITES

- 4.1. To make use of Dhiraagu NetProtect, you must be subscribed to a fixed or mobile internet connection offered by Dhiraagu.

5. LIMITATIONS

- 5.1. Dhiraagu NetProtect can be applied to common electronic devices (like smartphones, tablets, laptops, etc), which you connect to the Service.
- 5.2. Regardless of whether a device is already connected to the Service, Dhiraagu NetProtect does not extend to the device when it is on any other network other than Dhiraagu's network.
- 5.3. The Service is provided in affiliation with our third-party suppliers. We reserve the right to change, add, or remove features and functionality of the Service. We will provide you reasonable prior notice where such changes are within our control.

6. TRIALS & AUTO MIGRATION

- 6.1. All new customers to Dhiraagu NetProtect will receive a one-month free trial of the Service. Unless you unsubscribe from such free trial prior to the expiration of the one-month trial period, the Service subscription will renew automatically thereafter, and the monthly subscription Charge will apply thereafter in accordance with these Terms. This trial does not apply to customers who are migrated from parental control service to Dhiraagu NetProtect.
- 6.2. In addition to the above trial, we may from time to time introduce additional trials or promotions from time to time, which will be published on our website. We reserve the right to withdraw such promotions or trials at any time without notice and without any liability to you, unless otherwise stated in the terms of that trial promotion or trial.

7. CHARGES

- 7.1. As Charge for the Service is not bundled with internet connection services, you understand that the data from such connections will be consumed separately for the use Dhiraagu NetProtect. Such data usage will be deducted from your core data allowance. Prepaid customers who are not active on any data add-on will be charged on pay as you go basis, at MVR 0.90 per MB.
- 7.2. Your Service will be renewed automatically on a monthly basis (until termination) and you will be billed or charged for such subscriptions at the applicable Price as published on our website. If your subscription is tied to a pre-paid service, and if you do not have sufficient credit balance on the day of renewal, your Service will be terminated and will not be automatically renewed. You may re-subscribe to the Service after recharging your account.
- 7.3. For postpaid, the monthly Charge for the Service will be billed to you and for prepaid services as the full Charge for Service will be deducted from your core balance in advance. For the avoidance of doubt, there will not be any pro-ration of monthly Charge.
- 7.4. If you do not pay a Bill by the due date, we shall have the right at our discretion and without notice to you to: (i) transfer the unpaid invoiced amount to the account of any other service(s) provided to you by us, and you will be liable to pay all charges on any invoice issued by us for such service(s) by the due date; and (b) deduct the unpaid invoiced amount from any payment or credit due to you by us under this Agreement or any other agreement for services(s) provided by us to you. The rights in this clause are in addition to any other rights that we have under these Terms, including the right to suspend or terminate the Service(s) in accordance with clause 9.
- 7.5. We reserve the right to make changes to the Charges applicable for Dhiraagu NetProtect. We will provide you at least one (1) months' notice prior to such change.

8. DISCLAIMERS

- 8.1. We will use commercially reasonable efforts to provide the Services to you.
- 8.2. You understand and agree that the Service is provided on an "as is" and "as available" basis. We make no warranty except to the extent specified in these Terms.
- 8.3. We will perform our obligations under this Agreement with reasonable care and skill in accordance with best practice and with that degree of skill, care and diligence exercised by skilled and experienced companies in the telecommunications industry.
- 8.4. We cannot guarantee that the Services will be free from faults, errors, or interruptions which arise from factors which are outside our control. This includes without limitation, any outages, routine maintenance, customer's non-compliance with our responsible instructions.
- 8.5. No advice, representations or information given by our employees, agents or contractors shall create a warranty unless expressly set out in this Agreement.

9. TERMINATION AND SUSPENSION

- 9.1. This Agreement remains in effect from the Effective Date until terminated according to this clause.
- 9.2. You may request to terminate this Agreement at any time by submitting the appropriate request form.
- 9.3. We reserves the right to suspend or terminate or impose conditions or restrictions on the Service under the following circumstances, if (a) there is a suspicion of dishonest, illegal, fraudulent, criminal conduct or misrepresentation; (b) You breach of any terms of this Agreement or engage in conduct detrimental to us; (c) You have acted with bad or malicious intent; (d) the fixed or mobile internet connection tied under which you have subscribed to the Service is terminated or suspended for any reason; or (e) we cease providing the Service with or without cause; (f); for outages, maintenance or upgrades if so required. We will provide you prior notice of such suspension where practicable; or (g) in the event of a Force Majeure Event; or (h) the fixed or mobile internet connection tied under which you have subscribed to the Service is terminated or suspended for any reason; or (i) you fail to make payment of any amount due to us under this Agreement, and/or any other Agreement with us; (j) any permit, license or consent which we may require in order to carry out our obligations under this Agreement is refused, withdrawn, suspended, or terminated. Should this

occur we will give you such notice as is reasonably practicable in the circumstances then prevailing; or (k) the relevant government authorities within the Republic of Maldives or elsewhere require us to suspend any Service for whatever reason.

- 9.4. You will not be entitled to any proration of the charges relating to the date of you unsubscribe from the Service. You will be charged in full for the Service and may continue your use of the Service until the end subscribed period. Any refund or rebates will not be applicable.
- 9.5. Upon termination, we will send you a Bill for all monthly Charges which are due, and which have not yet been billed by us prior to termination of the Service. This Bill will include any Charges which are outstanding at the end of monthly subscription. If you have paid a monthly Charge in advance of the date of termination you will not receive a refund in respect of any unexpired part of the relevant month for which you have paid. You agree to pay this Bill on or before the date upon which payment is required.
- 9.6. None of the rights which either we or you have accrued as a result of these Terms prior to the date of termination shall be lost or otherwise affected following termination.

10. LIABILITY AND INDEMNITY

- 10.1. We do not warrant that all functionalities will be available at all times, and may withdraw any functionalities or due to new legislation and regulations or other reason.
- 10.2. We will not be responsible for any claims resulting from: (a) your use of the Service which is not in accordance with these Terms or (b) fraud, deception or misrepresentations by you and third-parties; (c) acts of government or authority, natural disasters or Force Majeure Event.
- 10.3. Our liability to you is limited in accordance with the General Terms and Conditions for the Provision of Our Services.
- 10.4. You agree to indemnify and hold us harmless against any third-party claims resulting from your breach of this Agreement.

11. UNDERTAKINGS

- 11.1. You undertake to us as follows: (a) You acknowledge and agree to adhere to the instructions provided by DHIRAAGU from time to time; (b) The Service should not be used for commercial use. We shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss or damages resulting from any attempt to use the Service; (c); (d) maintain the confidentiality of your PIN or any other security credentials. You are solely responsible for all actions and any losses resulting from non-compliance with this section; (e) ensure that the information provided during registration is accurate and up-to-date. Notify us of any changes through the appropriate channels; (f) Provide any additional information we may reasonably request. Failure to do so may result in restrictions or suspension of the Services; (g) Use the Service only for lawful purposes and comply with all relevant laws, regulations, and guidelines; (m) Ensure that no unauthorised persons have access to your Service; and (n) Notify us immediately if your Device is lost or stolen or if you suspect unauthorised use of the Service. You remain liable for all Transactions and damages until we acknowledge your notification or the termination of the Service.
- 11.2. Any undertaking in this Agreement not to do an act is understood to include an undertaking not to permit anyone else to do that act.
- 11.3. You agree to indemnify and hold us harmless from any claims or liabilities arising from your failure or the failure of your employees, agents, assignees, licensees, or other third parties to comply with these terms. This includes any associated legal fees or expenses.

12. Privacy Policy

- 12.1. We are committed to protecting your information and affirm your privacy rights.
- 12.2. We may retain your personal data provided by you pursuant to the Services. You acknowledge and authorise us to: (i) use and disclose such personal data in order to provide the Service; (ii) maintain a record for a reasonable period of time following termination of this Agreement; and (iii) otherwise disclose or use such data in compliance with our legal obligations in respect of the same.
- 12.3. You acknowledge and expressly consent to us using your information for any lawful purpose including providing you with the Services, account management, billing, debt collection, credit assessments, directory purposes, market research, customer profiling, product and service development, marketing and customer care. You acknowledge and expressly consent to us disclosing your information to third parties (such as to our agents, partners, credit agents and other carriers) for purposes including credit referencing, fraud detection and prevention, debt collection, investigating insurance claims, for any reason required by law and for any other lawful purpose.
- 12.4. The privacy policy of our Partners applies to the provision of the Service and is accessible at <https://www.whalebone.io/privacy-policy>.
- 12.5. The provision of this clause 12 shall survive the expiry of termination of this agreement.

13. RESOLVING DISPUTES AND COMPLAINTS

- 13.1. For complaints or disputes, contact our Customer Service Centre free of charge on 123 or email to: 123@dhiraagu.com.mv.
- 13.2. We will acknowledge and respond to your complaint within a stated period. If you are unsatisfied with the resolution, refer to clause 13.3.
- 13.3. Disputes relating to this Agreement shall first be attempted to be resolved through conciliation and negotiation. Failing this, parties submit to the exclusive jurisdiction of the superior courts of the Maldives, and this Agreement is governed by Maldivian law.

14. MISCELLANEOUS PROVISIONS

- 14.1. All intellectual property rights related to the Service are owned by DHIRAAGU and/or our Partners. Unauthorised reproduction, modification, distribution or republication of our intellectual property, is strictly prohibited without our express prior written consent.
- 14.2. This Agreement together with all documents which are referred to in the Terms represent the entire agreement between us and you and they supersede all prior agreements between the parties.
- 14.3. If any provision of this Agreement is found to be illegal or unenforceable, the Agreement will be revised only to the extent necessary to make such provisions legal and enforceable, ensuring that the revised Agreement remains consistent with our original intent.
- 14.4. The laws of the Republic of Maldives apply to this Agreement with respect to construction, validity, and performance.
- 14.5. We shall not be liable for delays or failures in performance due to a Force Majeure Event. If such delay or failure persists at least twenty-one (21) days, either Party may terminate the Agreement by providing written notice.
- 14.6. Our failure to enforce any term of this Agreement or to exercise any rights or remedies does not constitute a waiver of those terms, rights, or remedies. We retain the right to insist on strict performance of the Agreement at any time.
- 14.7. Notices must be in writing and delivered by hand, post, or electronic means. Notices are considered served on the date of delivery, or ten (10) days after posting or, if delivered electronically, on the date the electronic communication was sent