

This Agreement sets out the duties and responsibilities of DHIRAAGU and you relating to your subscription to SonyLIV Bundle(s) and SonyLIV Subscriptions offered by DHIRAAGU (the "SonyLIV Add-On(s)"). This Agreement and any terms updated and notified to you from time to time are accepted by you when you subscribe to SonyLIV Add-ons offered by DHIRAAGU.

By subscribing to SonyLIV Add-ons you acknowledge and agree that you are bound by the terms herein and any amended and varied terms. You may be subjected to additional third-party terms, relating to your use of the SonyLIV Platform.

We may make changes to this Agreement from time to time at our sole discretion. If we make any such amendments, we will inform you either by posting the changes on our website at www.dhiraagu.com.mv or by other means as we see fit. You agree that your continued use of the SonyLIV Add-ons after any amendments to these Terms shall be evidence of your intention to be bound by the amended Terms.

1. DEFINITIONS

1.1. 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 the SonyLIV Add-ons 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 4;

"**Content**" means all content provided our Partners in relation to the SonyLIV Add-ons, including any text, graphics, audio, visual (including still visual images) and/or audio-visual material, software, applications, websites, data, database content or other multimedia content, information and material, including the metadata relating to any such content or other materials and works of authorship;

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

"**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, semiconductor 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 the SonyLIV Add-ons and any telecommunications and/or 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;

"**Sony LIV Platform**" means a digital platform (website and application) owned and operated by our suppliers and/or their affiliates, through which inter alia Content is made available to you;

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

"**SonyLIV Add-ons**" includes both, subscriptions to SonyLIV which are bundled with DHIRAAGU services (SonyLIV Bundle) and standalone SonyLIV Subscriptions offered by DHIRAAGU as an add-on in accordance with clause 3;

"**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;

2. **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.

3. OUR SONYLIV ADD-ON SERVICE

3.1. To make use of the SonyLIV add-ons, you must be on or use one of the following Dhiraagu services: mobile Prepaid, mobile Postpaid and mobile Postpaid Flex customers. New customers who are on any of the eligible services may avail the free trial as per clause 4.8.

3.2. We will provide you with subscriptions and/or digital vouchers for various third-party Content which will enable you to access the Content through the Sony LIV Platform. Access and use of the Sony LIV Platform may be subject to separate third-party terms relating to your use of the Sony LIV Platform. You understand and agree that DHIRAAGU is not party to such agreement or terms. By subscribing to our SonyLIV Add-ons, you understand and agree to be bound by all additional terms of any third-party platforms and their respective content/service providers, if any.

4. CHARGES FOR SONYLIV ADD-ONS

4.1. **SonyLIV Bundle Add-On:** DHIRAAGU data bundled with this SonyLIV Add-On is dedicated for use on the SonyLIV Platform only. You can only use this data to access and stream content on the SonyLIV Platform. Any unused data at the end of the validity period for your respective SonyLIV Add-On will be deemed forfeited. Any refund or rebates will not be applicable for such unused data.

4.2. **SonyLIV Subscription Add-On:** If you subscribe to a SonyLIV Subscription add-on which is not bundled with DHIRAAGU services, you acknowledge that data from your prepaid or postpaid services under which you subscribe to the SonyLIV Add-On, will be consumed for the use and viewing of Content relating to the SonyLIV Add-On. 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.

4.3. If you are already an existing Sony LIV subscriber unrelated to DHIRAAGU, and you subscribe to our SonyLIV Add-On before expiration of your previous subscription, then both subscriptions will run in parallel until the expiration of the last subscription. Any refund or rebates will not be applicable in relation to such subscription.

4.4. Unless you unsubscribe from the respective SonyLIV Add-On(s) you have subscribed to, such add-on(s) will be renewed automatically on a monthly basis, 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 SonyLIV Add-On will be terminated and will not be automatically renewed. You may subscribe to the SonyLIV Add-On after recharging your account.

4.5. Allowances and the charge for the SonyLIV Add-On will be prorated for postpaid services based on the date of subscription. You understand and agree that no such proration will be applicable for prepaid services as the full charge for the SonyLIV Add-On will be deducted from your core balance in advance.

4.6. 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 8.

4.7. We reserve the right to make changes to the Charges applicable for the SonyLIV Add-Ons. Subject to such change being within our control, we will provide you at least one (1) months' notice prior to such change.

Trials and Charges

4.8. New customers on our network for services to which the SonyLIV Add-Ons are applicable, will be eligible to a free trial for respective applicable period of free validity depending on the SonyLIV Add-On subscribed to, as published on our website. If you are applicable to the free trial, you may activate the offer within the first month starting from the date you activate the service on our network. For free trials, allowances will be prorated based on the date of your subscription. Unless you unsubscribe from such free trial prior to the expiration of the validity period for the trial, the subscribed SonyLIV Add-On will be automatically renewed and subscription renewal charges will apply thereafter on a monthly basis, in accordance with these Terms. In addition to the aforementioned trial, we may from time to time provide additional trials as published on our website subject to the terms therein.

4.9. We reserve the right to withdraw any promotion or trial at any time without notice and without any liability to you, unless otherwise stated in the terms of that that promotion or trial.

5. THIRD-PARTY CONTENT, SERVICES AND DISPUTE RESOLUTION

5.1. All Content available through the SonyLIV Add-Ons, are owned and provided to you by our Partners. Our Partners may and reserve the right to, at their sole discretion and from time-to-time and without prior notice to you, change, add, or remove features and functionality and/or Content made available to you through your subscription to the SonyLIV Add-On.

5.2. If you have any concerns relating to the Content or the SonyLIV Platform you may contact the SonyLIV team through the SonyLIV Platform. If you are dissatisfied with the resolution offered, you may unsubscribe from the SonyLIV Add-On.

5.3. Notwithstanding anything to the contrary under these Terms or otherwise, DHIRAAGU does not own or provision any Content to you and does not give any warranty or representation whether express or implied as to the availability of or on the SonyLIV Platform, availability of any specific content or as to the accuracy, suitability, quality, completeness, legality, validity, or otherwise in relation to the Content available on the Sony LIV Platform. We shall have no liability to you with respect to availability, quality, changes, or discontinuation of any content. Content we use for promotional purposes relating to SonyLIV Add-Ons are only for illustrative purposes.

6. COPYRIGHTS AND IPR

6.1. All Content is protected by copyright law and other applicable laws. Our Partners may restrict or limit the ability to display, view or transfer particular services and/or its content by using a variety of copy protection mechanisms and our Partners may restrict access to their content at any time. You understand and agree that some or all of the Service(s) may not be available to you outside the Maldives, due to territorial restrictions. We are not liable to you for such restrictions.

6.2. We are not responsible for and have no editorial control over any Content; nor do we have any control over the distribution of such Content. We accept no liability in relation to any Content.

6.3. You must not copy, distribute copies, show in public, rebroadcast or relay any part of the Content provided to you as part of the Service. You may only use the Content for private use, and must comply with all terms of the Partner relating to your Services. In the event that you are identified as the source of any illegal copying or other conduct, which is not expressly authorised to you by the respective Partner, we reserve the right, without notice to: (i) suspend and/or terminate the service, (ii) provide your details to any owner/licensor of copyright

- in the illegally copied Content for the purpose of prosecution of such an offence and (iii) initiate legal action against you.
- 6.4. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, reproduce, copy, distribute or use the Content for other purposes is strictly prohibited.
- 6.5. Any breaches of this clause 6 may infringe the copyright of third parties and you will be responsible for any claims made against us for losses suffered as a result of actual or claimed copyright infringement committed by you or any other person using the Service.
- 7. DISCLAIMERS**
- 7.1. We will use commercially reasonable efforts to provide the Services to you.
- 7.2. You understand and agree that the Service is provided on an "as is" and "as available" basis. We make no warranty that the Services will meet your requirements, or that use of the Services will be uninterrupted, timely, secure, or error-free.
- 7.3. In addition to the disclaimer specified under clause 5.3, we do not warrant to monitor or filter any Content. You acknowledge and agree that we will not be liable for any consequences due to your action or inaction in reliance of such Content including their accuracy.
- 7.4. 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.
- 7.5. We cannot guarantee that the services provided under the SonyLiv Add-On will be free from faults and interruptions which arise from factors which are outside our control.
- 7.6. We do not warrant that data and content provided through the Service will be free of viruses or other harmful components. We shall not be liable for any damages to, or viruses that may infect your and its software or any other hardware.
- 7.7. No advice, representations or information given by our employees, agents or contractors shall create a warranty unless expressly set out in this Agreement.
- 8. TERMINATION AND SUSPENSION**
- 8.1. You will not be entitled to any proration of the charges or allowances relating to the date of you unsubscribe from the Add-On. You will be charged in full for the respective SonyLIV Add-On and you may continue use of the respective SonyLIV Add-On until the end of the validity period applicable to the respective add-on. Any refund or rebates will not be applicable.
- 8.2. We may in our sole discretion immediately, and without prior notice, elect to discontinue the SonyLIV Add-On or suspend the provision of the SonyLIV Add-On until further notice in the event that: (a) you fail to make payment of any amount due to us under this Agreement, and/or any other Agreement with us; (b) 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; (c) the relevant government authorities within the Republic of Maldives or elsewhere require us to suspend any Service for whatever reason; (d) you have breached any provision in this Agreement; (e) you fail to comply with any reasonable instructions relating to the Service, misuse the Service, and/or use the Service in such a manner as to infringe upon the Intellectual Property Rights of us or any third party; (f) we become aware, or have reasonable grounds to suspect that you provided false, inaccurate, unverifiable information; (g) identification or suspicion of any unauthorised, abusive, fraudulent or unlawful use or misuse of the SonyLIV Platform and/or Content; (h) we have reasonable ground to believe that your use of the Service may create liability to you, us, and/or any third-party.
- 8.3. 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.
- 8.4. 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.
- 9. LIABILITY AND INDEMNITY**
- 9.1. We shall not be liable for failure to provide the Service caused by events outside our reasonable control.
- 9.2. We do not in any way exclude or limit our liability: (i) for death or personal injury resulting from the negligence of us or our directors, officers, employees, contractors or agents; or (ii) in respect of fraud or any fraudulent statements made by us or our directors, officers, employees, contractors or agents.
- 9.3. Subject always to clause 9.2, we shall not have any liability to you in respect of your use of the Service which is not in accordance with these Terms.
- 9.4. Subject always to clause 9.2, we shall not be liable to you, whether in contract, tort or otherwise arising out of this contract for: (i) any loss of profits, revenue, anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill; or (ii) any indirect or consequential loss of whatever nature, which could be described as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of the commencement of the Service.
- 9.5. Our liability to you is limited in accordance with the General Terms and Conditions for the Provision of Our Services. You agree to indemnify, defend and hold us harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, whether foreseeable or not, that may be suffered by us as a result of your use of the Service (or anyone using the Service with your permission), which are brought or threatened against us by a third party where you are at fault or in breach of this Agreement. You will reimburse us for all legal and other expenses including costs and fees of attorneys, collection agencies and other professional advisors, incurred in connection with the investigating, defending, or settling of any such loss, expense, claim, damage, liability, action or proceeding whether or not in connection with pending or threatened litigation in which we are a party. This indemnity will survive the termination of this Agreement.
- 10. PERSONAL DATA**
- 10.1. We may retain your personal data provided to us or our Partners pursuant to the Services under this Agreement, as well as any other services provided by us. You acknowledge and authorise us to: (i) use and disclose such personal data in order to provide the SonyLIV Add-On, including your MSISDN required for accessing the Content on Sony LIV Platform; (ii) maintain a record for a reasonable period of time following termination of this Agreement; (iii) allow our Partners to store and process your MSISDN for a period of one(1) year from the expiration of your subscription; and (iii) otherwise disclose or use such data in compliance with our legal obligations in respect of the same.
- 10.2. 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.
- 11. ADVERTISING AND PROMOTION**
- 11.1. The Service is supported and sponsored by commercial advertising. We and our Partners reserve the right to send content (including advertising and promotional material) as part of Service.
- 12. RESOLVING DISPUTES AND COMPLAINTS**
- 12.1. With the exception of disputes of the matters specified under clause 5.2, if you have a complaint or dispute regarding our service, you may avail of our formal complaints procedure by calling the DHIRAAGU Call Centre free of charge on 123 or by sending an email to: 123@dhiraagu.com.mv.
- 12.2. We will acknowledge receipt of a formal complaint, respond within a stated period of time, deal with your complaint and take action if necessary. If you are not satisfied with the resolution of your complaint clause 12.3 will apply.
- 12.3. In the event of any dispute between the parties relating to the construction of this Agreement or the rights, duties and obligations of the parties or any other matter arising out of or concerning the same the parties shall use their best endeavours to settle the matter by conciliation and negotiation. Where this fails such disputes shall be referred to the superior courts of the Maldives.
- 13. MISCELLANEOUS PROVISIONS**
- 13.1. 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.
- 13.2. The laws of the Republic of Maldives apply to this Agreement with respect to construction, validity, and performance.
- 13.3. We will not be responsible for our failure to perform all or any of our duties arising under these Terms where any event beyond our reasonable control occurs. Such events include but are not limited to acts of God, fire, earthquakes or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; ; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action; non-performance by suppliers or subcontractors or failure of third party telecommunications systems which impact upon our ability to provide the Services, and/or any action or inaction by our Partners.
- 13.4. Any notice required to be given under this Agreement must be in accordance with the General Terms and Conditions for the Provision of Our Services.