

Package Options

Please specify your desired package.

	Activation Fee (ރ)	Monthly Fee (ރ)	Please Tick
Starter - Concurrent 50 Device	1,500/-	500/-	
Basic - Concurrent 100 Device	2,000/-	1,500/-	
Plus - Concurrent 500 Device	3,000/-	3,200/-	
Pro - Concurrent 800 Device	5,000/-	4,000/-	

Concurrent Device above 7K to contact Sales.
Rates indicated are subject to GST 8% Add to Organization**Professional Setup Service**Do you need Dhiraagu Professional Setup Service? Yes No

Professional Setup charge (ރ) _____

Add-Ons*

Please specify if you require additional concurrent devices or modules.

	Monthly Fee (ރ)	Required Quantity
Concurrent 50 Devices	188/-	
Concurrent 100 Devices	299/-	
Concurrent 500 Devices	1,199/-	
WAAS Module	900/-	
Advanced WAAS Module	4,850/-	

*Not available for Starter Package

I/We would like to:

- View and download bills via Dhiraagu Online Services - MyAccount
(conveniently view, download, manage accounts and pay your bills instantly by registering at MyAccount at www.dhiraagu.com.mv/myaccount)
- Subscribe for Email Bill service and receive monthly bills via email. Preferred Email address: _____
- Change my existing email address that I/We have submitted from _____ to _____
- Unsubscribe from E-mail Bill service
- Subscribe to paper bills (a monthly fee may be charged in future)

Indicate Billing Address if different from Permanent Address

1. House/Building Name: _____ 2. Street: _____
3. District: _____ 4. Block No.: _____
5. Atoll/Island: _____

- I/We have read and accept the Terms of Use for DHIRAAGU Kobaa Wifi and DHIRAAGU General Terms and Conditions. (To be signed by applicant)

Note:

- A valid and non-expired ID card for Maldivians and A valid and non-expired Passport and Work visa for non Maldivians is required with applications.
- Non Maldivians are required to pay a deposit.
- We may also ask for a deposit if
 - you have not previously held an account with us.
 - you have been a Dhiraagu customer and have not yet established
- If this is the first application of a business, it should include a completed Business Customer Information Form (available on Dhiraagu website and Customer Front office).

Signature _____

For Companies, Authorized Signatory (Name & ID No.) _____

Date | D | D | M | M | Y | Y | Y | Y |

These service specific terms and conditions (the “**Terms**”) and the Agreement govern the use of our internet access service “Kobaa Wi-Fi” (the “**Service(s)**”) provided by DHIRAAGU. By using the Services, you agree to comply with and be bound by the Agreement. If you do not agree to be bound by the Agreement, you must refrain from using the Services.

DHIRAAGU may make changes to these Terms and/or Agreement from time to time at our sole discretion. If we make any amendments, we will inform you of such changes either by posting the changes on our Website, or by other means as we see fit. You agree that your continued use of the Service(s) after any such amendment shall be evidence of your intention to be bound by the amended Agreement.

The Agreement and any amended terms notified to you from time to time as per the terms herein, are accepted by you when you: (a) sign the application form covered by this Agreement; (b) click to accept or agree to the terms herein; and/or (c) use the Services or any part thereof. By using the Services, you acknowledge and agree that you are bound by the Agreement, including any amended and varied terms.

1. DEFINITIONS

1.1. In this Agreement:

“**Agreement**” means (a) these service specific terms and conditions (the “**Terms**”), (b) General Terms and Conditions for the Provision of Our Services as published on our Website (“**General T&C**”); which shall apply to the Services in addition to these Terms, except to the extent, if any, expressly excluded or contradictory to the terms herein; (c) the Service application form and your selected Service Package; and (d) any additional or varied terms and conditions as we may inform you from time to time;

“**Charges**” means all charges, costs, compensation and fines payable by you to DHIRAAGU, under this Agreement;

“**Customer Device(s)**” means any equipment or other device not provided by us; including but not limited to wireless equipment owned by you which is approved or reasonably expected to be used for connection to our network or Services, as well as fixed equipment and internal wiring within the premises that connects to our network or Services;

“**Device(s)**” means the equipment or devices that we sell to you as specified in your Service Package, and any replacement and/or parts of such equipment or devices provided by us under this Agreement (including, where the context so admits, any Software installed therein or used by us in conjunction with the operation of such equipment or device);

“**DHIRAAGU**” means Dhivehi Raajjeyge Gulhun Plc (C-24/1988);

“**Due Date**” means the due date specified in the relevant Bill, or if no such date is specified, the date which is ten (10) days from the date of the Bill, or if not billed for whatever reason, the tenth (10th) calendar day of each month;

“**End Users**” means your employees, agents, independent contractors, and other individuals authorized by you to access and use the Services;

“**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;

“**Minimum Commitment Period**” means a minimum period of one (1) year from the date when the Service (or any part of the Service), is installed and implemented by us;

“**Service(s)**” means internet access service “Kobaa Wi-Fi” services provided by DHIRAAGU, which includes the service features, add-ons, and other accessories including devices (if any) included in your Service Package;

“**Service Package**” means the Service package selected by you, including any changes to your service package as requested by you, or otherwise made by us in accordance with the General T&C;

“**Third Party Suppliers**” means any third party engaged by us or partnering with us for the provision of any Service, and their affiliates;

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

“**Website**” means www.dhiraagu.com.my;

“**Your Data**” means all data (including Personal Data and End User data) that is provided to us by, or on behalf of, you through you or your End Users use of the Services, and any data that third parties submit to you through the Services. Personal Data means information relating to a living individual who is, or can be, reasonably identified from information, either alone or in conjunction with other information (a “data subject”), within your control and which is stored, collected, or processed within one of your End User accounts; and

“**you**” and “**your**” means the business which requests for the Service including any legal entity you control, work for, or represent when you access or use the Services, as well as other individuals you allow to access Service configurations, including a person who we reasonably believe is acting with your authority or knowledge.

2. **YOU WARRANT AND REPRESENT THAT:** (a) you are an authorised signatory of the business you represent, with the legal authority to execute this Agreement. The warranty herein shall apply each time you make a request or apply for our Services; (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 SERVICE

3.1. DHIRAAGU’s Kobaa WiFi Service is an internet access service which will require:

(a) a high-speed internet service connection. The quality of our Services is dependent on the availability and quality of the internet service connection from your service provider and their terms of service; and

(b) Devices as set out in the Service Package selected by you in your application form.

3.2. We may at our sole discretion, accept Customer Device(s) if we are satisfied that proposed Customer Device(s) is suited for the Services.

All terms applicable to Devices and Customer Devices as set out in our General T&C will apply under this Terms.

3.3. The Device(s) provided by DHIRAAGU is covered by a limited manufacturer’s warranty limited to repair or replacement of the defective Device or parts caused by defects in materials and workmanship under normal use, for a period of one (1) year from the date the Device is made available to you. Any warranty claim must be made to us in writing, within the warranty period. This warranty does not cover damage caused by misuse, accidents, negligence, improper installation, unauthorized repairs, or alterations. Consumable parts, such as batteries, are not covered by the warranty. This warranty is void if the Device’s serial number is altered, defaced, or removed. Repair or replacement of the Device or parts as provided herein shall be your sole and exclusive remedy relating to the Device. If the Device or parts are no longer available, we may, at our sole discretion, provide a comparable substitute or issue a refund. Except for the express warranties stated herein, we disclaim all other warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

3.4. You will be required to purchase new Device(s) at your own cost if: (a) any defect or malfunction in the Device(s) occurs after the warranty set forth in clause 3.3 above; and/or (b) we provide you reasonable instructions to replace your Device(s) if such Device(s) reach the end of its operational life. We are not responsible any Service issues relating to your failure to replace the Device(s).

3.5. Our Service plans for the Kobaa WiFi Services offers various Service plans with varying amounts Device licenses, features, add-on options, device, and other accessory requirements, depending on the Service Package selected by you.

3.6. We will hand over the Service to you upon successful completion of a CPE (Customer Premises Equipment) service confirmation by us.

3.7. Technical support will be made available to assist you with Service related issues. We will make commercially reasonable attempts to resolve technical issues as soon as practicable, however, we make no warranty relating to the support levels.

You may contact technical support through designated channels for troubleshooting and assistance. Additional fees as determined by DHIRAAGU, may apply for on-site support or advanced technical issues as may be determined by DHIRAAGU at its sole discretion.

4. CHARGES

4.1. You will be billed in accordance with the Service Package and payment option selected by you in your application form. This includes set-up charges, monthly rentals, device charges and any add-on charges applicable relating to the Service Package selected by you.

This includes any changes to your service package as requested by you, or otherwise made by us in accordance with our General T&C.

4.2. If under this Agreement, you who choose any instalment plan relating to Device(s) or otherwise, your Service will be subject to a Minimum Commitment Period, and the early termination charges as set out in section 7 shall apply.

4.3. Charges are subject to goods and services tax chargeable under the Goods and Service Tax Act (Act No. 10/2011) and any similar replacement or additional tax.

4.4. The Charges shall be paid to DHIRAAGU by the Due Date. If you fail to pay an invoice by the Due Date, we shall have the right without limitation and at our discretion to immediately:

(a) transfer the unpaid invoiced amount to the account of any other service(s) provided to you by us, and you shall 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 service(s) provided to you.

Please refer to the General T&C for the full details of your responsibilities relating to payment of Charges, and all rights available to you and us relating to overdue charges.

4.5. We may from time to time provide Services to you as part of a promotion, trial, or test service(s). We reserve the right to withdraw such promotion, trial, or test service at any time without notice and without any liability to you, unless otherwise stated in the terms of that that promotion, trial or test service(s). If you obtain any Service under a promotion, additional restrictions may apply in accordance with the terms of that promotion.

5. RESTRICTIONS & YOUR RESPONSIBILITIES

5.1. The Service may be used only by you and any person authorised by you, including your guests, and staff. The Service must not be resold.

5.2. You may not exceed the device license limitations specified in your Service Package.

5.3. Upgrading from one Service Package to another may require you to purchase of certain additional Devices. We will not reimburse, refund, rebate, or exchange Devices. You are encouraged to survey the best option for you considering the license limitations, to minimize additional costs. Any changes to your Service Package will be subject to the terms set forth in section 7.

5.4. You agree that our obligations to provide the Service shall be conditional upon you providing reasonable assistance and information as may be requested by us; and your fulfilment of technical requirements or conditions which must exist to provide the Services to you, as may be indicated by our employees.

5.5. Account Security. You are responsible for maintaining the confidentiality of your passwords and any other credentials used by you and your End Users to access the Services. You must use commercially reasonable efforts to prevent unauthorized use of the Services and must terminate any unauthorized use of which you become aware. You must immediately notify us if you become aware of any unauthorized access. you are responsible for securing your, and your End Users devices and networks connected to the Service. We will not be liable for unauthorized access or security breaches due to your or your End Users negligence.

5.6. You must keep the contact details associated with your accounts and billing contacts current and accurate and notify us in writing of any changes to such details.

Please refer to the General T&C for details of restrictions relating to your responsibilities and use of our Services by you and your End Users.

6. LIMITATIONS AND DISCLAIMERS

6.1. We will use commercially reasonable efforts to provide the Services to you. You understand and agree that the Service is provided on an "as is" and "as available" basis. We do not make any warranty and hereby disclaim any warranties, representations, or conditions, express or implied, that the Services will meet your requirements, or that use of the Services will be uninterrupted, timely, secure, or error-free including, but not limited to, any warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice.

6.2. 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.

6.3. The Parties agree that it is technically impossible to provide a fault-free Service and DHIRAAGU does not undertake to do so. However, where a fault or defect occurs which is not due to an act or default by your or your End User(s), we will use all reasonable endeavours (but without creating any commitment thereto) to provide a fix for any such faults.

6.4. If the Service develops a fault or defect which, in our opinion, is due to an act of default by you or your End User(s), we shall be entitled in our absolute discretion, to pass on to you, the costs incurred in investigating and remedying such fault or defect. You agree to promptly pay any such charges on receipt of an invoice. Any breach of this section constitutes a material breach of this Agreement.

6.5. We make no attempt to verify accurate receipt of any messages and are not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. relating to the Services.

6.6. We may from time to time, in its sole discretion:

(a) change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service; or

(b) suspend the Service for operational reasons (such as maintenance or Service upgrades) or because of an emergency.

6.7. Before exercising any of its rights under clause 6.6 we will endeavour to give seven (7) days' notice to you.

6.8. No advice, representations or information given by our employees, agents or contractors shall create a warranty unless expressly set out in this Agreement.

7. TERM, TERMINATION AND SUSPENSION

7.1. This Agreement will remain in effect unless terminated in accordance with the terms herein.

7.2. If the Minimum Commitment Period applies to you, you may terminate this Agreement by serving an advance written notice of termination, at least two (2) months prior to the expiration of the Minimum Commitment Period. If the Minimum Commitment Period does not apply to you, you may terminate this Agreement at any time, by giving one (1) month's prior written notice.

7.3. If you wish to terminate this Agreement other than in accordance with clause 7.2, subject to the terms herein after appearing, you may terminate this Agreement by serving an advance notice of fourteen (14) days, at any time during the Term of this Agreement. You acknowledge that the termination of this Agreement other than in accordance with clause 7.2, is detrimental to DHIRAAGU's commercial interests. Hence, you agree that in the event of termination prior to the expiration of the then current Minimum Commitment Period, you shall pay to DHIRAAGU the total Charges applicable for the remainder of the then current Minimum Commitment Period and the total sum of any discounts (if any) that was given to you upon signing this Agreement. Aforementioned Charges cannot be rebated, transferred to any other account or Service you may have with us, or reimbursed to you.

7.4. You understand and agree that if a Service Package change requires changes to the gateway limits or Devices applicable to your current Service Package, you may be required to terminate this Agreement, and resubmit an application for a new agreement under these Terms. Any such termination will be subject to the specific terms set out in this section, including clause 7.2.

7.5. We may terminate this Agreement in the event of your breach of this Agreement, and which (in the case of a breach capable

- of being remedied) is not remedied within thirty (30) days of a written request for remedy.
- 7.6. We may at our sole discretion elect to immediately terminate this Agreement either wholly or partially, or suspend the provision of the Services until further notice, upon notifying you to that effect, either orally or in writing, in the event that (a) any permit, license, authority 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; (b) 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 our IPR or IPR of any of our Third Party Suppliers; (c) we become aware, or have reasonable grounds to suspect that you provided false, inaccurate, unverifiable information; (d) identification or suspicion of any unauthorised, abusive, fraudulent or unlawful use or misuse of the Services; (e) we have reasonable ground to believe that your use of the Service may create liability to you, us, and/or any third-party; or (f) in case of a breach which is not capable of being remedied. We may also suspend the Service with immediate effect where it is necessary to carry out any maintenance or repair to the Service.
- 7.7. Either party may terminate this Agreement with notice to the other in the event that, being a corporate entity, an order is made or an effective resolution is passed for the winding up or dissolution of either party, or a receiver or administrative receiver or administrator is appointed in relation to either party (other than for the purpose of amalgamation or reconstruction) or any distress or execution, attachment, garnishment or like process is levied or enforced upon or against either party's property or either party makes or attempts to make any arrangement or composition with its creditors.
- 7.8. Upon termination, we shall bill you for all Charges which have not yet been billed by us prior to termination of the Service, and any outstanding or due amounts. If you have paid a monthly Charge in advance of the date of termination you will not receive a refund, rebate or any reimbursement in respect of any unexpired part of the relevant month for which you have paid. You agree to pay the bill on or before the date upon which payment is required.
- 7.9. The termination or expiration of this Agreement for any reason shall be without prejudice to any pre-existing rights and obligations of the Parties hereunder.
- 8. LIABILITY AND INDEMNITY**
- 8.1. We shall not be liable for failure to provide the Service caused by events beyond our reasonable control.
- 8.2. 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.
- 8.3. Subject always to clause 8.2, we shall not have any liability to you in respect of your use of the Service which is not in accordance with these Terms.
- 8.4. Subject always to clause 8.2, 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 contemplable, or actually contemplated by the parties at the time of the commencement of the Service.
- 8.5. If we shall be liable to you in contract, tort, under statute or otherwise, our liability shall be limited to the equivalent cost of three (3) month's monthly Charge for any event or related series of events.
- 8.6. 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 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.

9. COPYRIGHTS AND IPR

- 9.1. IPR related to the Services, any modifications thereto, and Devices are and shall remain the exclusive property of DHIRAAGU and/or its Third Party Suppliers. You acknowledge that you do not acquire any ownership rights to such IPR through this Agreement.
- 9.2. Subject to your compliance with this Agreement, we grant you a non-exclusive, non-transferable license to use the Services solely for the purposes outlined in this Agreement. You must protect our IPR from unauthorized use, reproduction, or disclosure; and promptly notify us of any actual or suspected infringement or misappropriation of any IPR.
- 9.3. You and your End User Activities. You are responsible for ensuring that your End Users comply with this Agreement. You are responsible for your actions and the acts of your End Users and any activity occurring in your account, or your End User accounts (other than activity that we are directly responsible for, which is not performed in accordance with your instructions). The following, and attempt to do so is strictly prohibited for you, as well as your End Users:
- (a) Alteration or removal of any copyright or other proprietary legends or notices on or in copies of the Devices and related documentation.
- (b) Reverse engineering, copying, modifying, disassembling or de-compiling the Devices or any software associated with the Services, spamming, phishing, hate speech, pornography, bullying, and harassment.
- Please refer to the General T&C for details of restrictions relating to your responsibilities and use of our Services by you and your End Users.*
- 9.4. You retain ownership of all IPR in the Your Data. This Agreement does not grant any licenses or rights to Your Data except for the purposes set out in section 10.
- 9.5. We may disable or alter some functions of the Service with immediate effect, and without liability, to prevent potential IPR infringement(s).
- 9.6. Any breaches of this section 9 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. You will also be liable for additional charges and reasonable fines as determined at our sole discretion in relation to such breach.

10. PERSONAL DATA & CONSENT

- 10.1. DHIRAAGU is committed to maintaining the privacy and security of your data and uses reasonable information security controls to protect your data. Subject to your consent provided under the provisions of this section 10, we will not disclose your personal data, unless such disclosure is permitted or required by legislation or through a court order.
- 10.2. You acknowledge, understand, and expressly consent to:
- (a) us collecting, using and disclosing your information for any lawful purpose, to any of our associated companies, partners, agents, contractors, suppliers, any telecommunications company, debt collection agency, any agency associated with credit referencing or fraud prevention and any regulator, any personal we reasonably believe to be acting on your behalf, for credit control purposes, or to enable fraud and crime prevention or detection, for account management, billing, credit assessments, credit referencing, market research, customer profiling, product and service development, marketing and customer care;
- (b) the collection, disclosure, use, and processing of your data for the provision of and improvement of the Services. This includes without limitation, such disclosure deemed necessary by us and our Third Party Suppliers to develop, provide and improve the Services, including the grant of equivalent rights to relevant third-party service providers; and
- (c) the retention of Your Data with us and our respective Third Party Suppliers as required under applicable laws and

regulations or otherwise, for a reasonable period of time following termination and/or suspension of this Agreement.

10.3. You hereby grant us and our Third Party Suppliers all necessary rights to perpetually and irrevocably use, reproduce, modify, create derivative works from, distribute, perform, transmit and display your data, in an anonymized or aggregated form that does not identify individual persons or organizations, in order to compile statistics regarding use of the Services and/or to develop and improve the Services.

10.4. You must ensure and hereby warrant and represent that you are entitled to transfer Your Data to us and our Third Party Suppliers, and we may on behalf of you, lawfully process and transfer the Your Data in accordance with this Agreement. You must ensure that relevant data subjects have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

11. RESOLVING DISPUTES AND COMPLAINTS

11.1. If you have a complaint or dispute regarding our service you may avail 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

11.2. We will acknowledge receipt of a formal complaint, respond within a period of time as may be confirmed by us, deal with your complaint and take action if necessary. If you are not satisfied with the resolution of your complaint clause 11.3 will apply.

11.3. 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.

12. MISCELLANEOUS PROVISIONS

12.1. 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.

12.2. The laws of the Republic of Maldives apply to this Agreement with respect to construction, validity and performance.

12.3. 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.

12.4. If any part of these Terms becomes to any extent illegal, invalid or unenforceable, it shall to that extent be deemed to no longer form part of these Terms. This will not affect the legality, validity or enforceability of any of the remaining Terms which shall continue in force.

12.5. You may not assign or otherwise dispose of any of your rights or obligations under this Agreement without our prior written consent. You agree that we may assign our rights and obligations under this Agreement to an alternative provider, if necessary, as long as the level of service remains of a comparable standard.

12.6. Failure by any party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right or of any other right on any other occasion.

12.7. Any notice required to be given under this Agreement must be in writing and delivered by hand or sent by post to Dhivehi Raajjeyge Gulhun Plc at DHIRAAGU Head Office, Ameene Magu, P.O Box 2082 and to your registered address informed to us. Unless expressly agreed otherwise, any such notice shall

be deemed to be served on the date delivered by hand, or if sent by post, ten (10) days from the date of dispatch, whichever the case may be.