

These Service Specific Terms and Conditions apply when DHIRAAGU provides the Services to the Customer. The Customer is deemed to have accepted these Service Specific Terms and Conditions when they sign Application form covered by this Agreement.

1. DEFINITIONS

1.1. In this Agreement:

"Agreement" means the service Specific Terms and Conditions contained herein, the DHIRAAGU General Terms and Conditions for the Provision of Telecommunication Services; which shall apply to the Services in addition to the specific terms contained herein, except to the extent, if any, expressly excluded in these service Specific Terms and Conditions, Application Form, any documents referred to in this Agreement and any additional or varied terms and conditions as DHIRAAGU may notify the Customer from time to time;

"Application Form" means the application form requesting the Service which has been signed by the Customer, a copy of which is annexed hereto;

"Customer" means to whom DHIRAAGU provides the Service in accordance with this Agreement. This includes a person whose name appears on the Application Form as the Customer and any person reasonably appearing to be acting with the Customer's authority or permission;

"Member" means person(s) who are staffs of the Customer

"DHIRAAGU" means Dhivehi Raajjeyge Gulhun Plc;

"Initial Period" means a period of one (1) year from the Service Commencement Date;

"Service" means Corporate Connect Package services set out in clause 3;

"Service Commencement Date" means the date on which DHIRAAGU makes Service ready for use;

"Charges" means the sums payable to DHIRAAGU by the Customer pursuant to this Agreement which are set out in Application Form; and

"GST" means goods and services tax chargeable under the Goods and Service Tax Act 2011 and any similar replacement or additional tax.

1.2. Any undertaking in this Agreement by either party not to do any act or thing is understood to include an undertaking not to permit anyone else to do that act or thing.

2. DURATION

2.1. This Agreement will commence from the Service Commencement Date or the date that the Customer signs this Agreement (if this date is earlier) and continues in force for the Initial Period ("Term").

2.2. After the expiry of the Initial Period, the Term of this Agreement shall automatically continue for a renewal period(s) of one (1) years ("Renewal Period"). If the Customer wishes to terminate the Agreement with effect from the expiry date of the Initial Period or a Renewal Period then in effect, the Customer must send notice to DHIRAAGU no later than one (1) month prior to the anniversary date of the said Agreement. If however the Customer wish to terminate the Agreement prior to the expiry date of the Initial Period or the Renewal Period then in effect the Customer must provide DHIRAAGU with two (2) months prior written notice and pay to DHIRAAGU within thirty (30) days after such termination date and shall pay all Charges incurred to the date the Service is terminated. If the Customer terminates the Service prior to it being available for use, the Customer shall be responsible for any costs incurred by DHIRAAGU in reference to the Customer's request for Service. For avoidance of doubt, the Customer must continue to pay the Charges for the Service until expiry of the notice.

3. THE SERVICES

3.1. Subject always to this Agreement, DHIRAAGU agrees to provide the Customer with the Corporate Connect Package services

3.2. The Customer and its associated members shall agrees to the following:

- 3.2.1. members with Postpaid packages shall pay the bills on time and Prepaid users should always have their numbers in active status (with enough credit and validity);
- 3.2.2. temporary suspension is not applicable for any Service lines; monthly fee shall be applicable even if lines are suspended;
- 3.2.3. maintain the minimum number of lines specified in the application, the Customer can choose to deactivate a line for at least one (1) calendar month.
- 3.2.4. DHIRAAGU reserves the right to call for a deposit at any given point in time if it deems fit;
- 3.2.5. any Service line given by DHIRAAGU should not be commercially used or abused, this is subject to the terms and conditions of DHIRAAGU;
- 3.2.6. to be responsible for safe keeping of the portal provided by Dhiraagu (URL with a user name and password) to add remove modify connect packages and members.

3.2.7. DHIRAAGU reserves the right to amend/change any of the terms and condition of the Service including tariffs after providing fifteen (15) days of written notice;

3.2.8. nominated numbers for the Service should be in a DHIRAAGU mobile package (either a Postpaid package or Prepaid service). Members do not need to change their existing postpaid package or prepaid service; and

3.2.9. addition/deletion of the Service receiving members will be done upon receipt of an application duly signed and authorized by the Customer. New additions or deletions can be done only once a month. An administrative fee will be charged for addition of new members. The Customer can apply for adding and deleting of the Service receiving members via application form.

3.3. The Customer shall appoint a Corporate Customer Liaison who is responsible for all communication between DHIRAAGU and the Customer regarding all queries relating to the Service.

3.4. The Customer agrees that all matters relating to operation of the Service should in the first instance be communicated between the Corporate Customer Liaison Person (CCLP) and DHIRAAGU designated Point of Contact. The Customer and associated members of the Service agree not to contact DHIRAAGU Customer Services on 123 for any matter related to the Service. Members should communicate clearly to the CCLP before the mobile number (nominated under the Service) ownership is changed or before the mobile is permanently disconnected. The CCLP should inform DHIRAAGU Account manager or Account Coordinator to get the mobile number removed from the Service.

4. EXCLUDED SERVICES

4.1. Other than the Service set out in Application Form, all other Services provided by DHIRAAGU (such as MMS, Mobile Internet, Premium SMS, My tones etc...) follow the same pricing structure as the other commercial rate plans.

4.2. The Customer shall not be eligible for promotions and special offers provided by DHIRAAGU while using the free calls and free SMS offered through the Service.

4.3. Removal of value added services (such as FnF, Qt, Qr etc...) should be done separately by the member via the applicable application forms or other means provided by DHIRAAGU.

5. DHIRAAGU'S OBLIGATIONS

5.1. DHIRAAGU shall at all times comply with the provisions of this Agreement and provide the Services as specified Application Form in accordance with any terms and conditions of this Agreement.

6. DHIRAAGU'S RIGHTS

6.1. DHIRAAGU reserves the right to monitor excessive usage and inform the Customer about the member's whose usage is unreasonably high.

6.2. In such cases DHIRAAGU reserves the right to terminate the mobile or fixed line number from the Connect package or charge for the calls at published rates.

6.3. DHIRAAGU reserve the right to vary the terms of the Fair Use Policy from time to time.

7. GENERAL OBLIGATIONS

7.1. The Customer must promptly provide DHIRAAGU (free of charge) with all information and cooperation that DHIRAAGU may reasonably require to enable DHIRAAGU to proceed with the performance of its obligations under this Agreement without interruption or delay.

8. CHARGES

8.1. In consideration of the Services, the Customer must pay the Charges as set out in Application on a prorated basis, which cannot be waived off by any means.

8.2. The customer shall pay monthly fee in advance. For avoidance of doubt the monthly bill shall always carry the monthly subscription charge of the previous month and the advance monthly fee amount for the next month

8.3. The advance monthly fee is always calculated on the basis of the total number of lines at the end of the month provided that it is equal or more to the number of lines agreed at the time of application. Minimum number of lines mentioned in the package should be maintained throughout the Term. If the number of lines at any time falls below this number for any reason, the Customer still has to pay the monthly fee for the minimum number of lines in the package.

8.4. DHIRAAGU may change the Charges at any time after the expiry of Initial Period or during any Renewal Period to correspond to its standard Charges then in effect by giving the Customer one (1) month's prior written notice. If the Customer continues to pay any amount billed after DHIRAAGU have given Customer notice under this clause Customer will be deemed to have accepted the changes to the Agreement.

8.5. The Customer will be responsible for payment of any GST and any similar replacement or additional tax or any other Government levy, tax or Charges.

- 8.6. The Customer must pay DHIRAAGU's bill within thirty (30) days of the date on the bill. The Customer must pay the bill in full without any set-off, deduction or withholdings whatsoever.
 - 8.7. If any amount due under this Agreement is not paid in full within thirty (30) days of the date of bill then (without prejudice to DHIRAAGU's other rights or remedies) interest shall be charged on the overdue amount on a daily basis from the due date of payment until receipt of payment at the existing rate (as determined by DHIRAAGU from time to time) or at the maximum amount permitted by law whichever is less.
 - 8.8. Failure to receive an invoice showing the amount owed by the Customer to DHIRAAGU will not relieve the Customer from responsibility for making prompt payment of the amount due to DHIRAAGU.
 - 8.9. The Agreement will not be terminated for non-payment of a disputed charge unless DHIRAAGU has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
 - 8.10. If an objection in writing disputing the stated Charges is not received by DHIRAAGU within thirty (30) days after bill is rendered, such bill shall be deemed to be correct and binding upon the Customer.
 - 8.11. The Customer will be required to pay all Charges which are not disputed in accordance with this clause 8.
 - 8.12. Where this Agreement has been suspended for non-payment in accordance with clause 11.1 and the Charges have not been paid in full within four (4) weeks of the date of suspension, the Agreement will be terminated and the unpaid account may automatically be forwarded to a debt collection agency for collection. For avoidance of doubt, the Customer must pay DHIRAAGU for all costs and or expenses, including attorney's fees and expenses, incurred directly or indirectly in the collection of any amount, which the Customer owes DHIRAAGU under this Agreement.
- 9. CONFIDENTIALITY**
- 9.1. DHIRAAGU may disclose to the Customer in connection with this Agreement certain non-public information ("**Confidential Information**"). The Customer must maintain such Confidential Information in confidence and protect it with the same degree of care that the Customer would use to protect the Customer's own confidential information.
 - 9.2. The Customer must not disclose such Confidential Information, in whole or in part, to any person other than Customer's officers, directors, employees, agents or authorized representatives who have a need to know.
 - 9.3. Confidential Information does not include any information that:
 - 9.3.1. is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the Customer's; or
 - 9.3.2. The Customer can demonstrate was already in the Customer's possession prior to disclosure hereunder or is subsequently disclosed to Customer with no obligation of confidentiality by a third party having the right to disclose it; or
 - 9.3.3. is required to be disclosed by law or by order of any competent court or government or regulatory agency.
 - 9.4. At the expiry of this Agreement, the Customer must return to DHIRAAGU all Confidential Information in Customer's possession.
 - 9.5. Notwithstanding anything to the contrary contained herein, the restrictions contained in this clause 9 shall survive termination or expiry of this Agreement.
- 10. WARRANTY AND LIMITATION OF LIABILITY**
- 10.1. DHIRAAGU will use commercially reasonable efforts to provide the Services to the Customer.
 - 10.2. DHIRAAGU will perform its 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.
 - 10.3. No advice, representations or information given by DHIRAAGU's employees, agents or contractors shall create a warranty unless expressly set out in this Agreement.
 - 10.4. DHIRAAGU accepts liability for personal injury or death caused by DHIRAAGU's gross negligence or willful misconduct.
 - 10.5. DHIRAAGU's liability under this Agreement is limited as bill set out below. DHIRAAGU will not be liable for:
 - 10.5.1. defamation or copyright infringement arising from any material including information, images, video or sound transmitted or received over or facilities or network;
 - 10.5.2. any indirect or consequential loss including loss of any business, revenue, income, profits, contracts, anticipated savings, wasted expenditure, loss of use of any property or any financial loss whatsoever.
- 10.6. The Customer will indemnify DHIRAAGU and hold DHIRAAGU harmless and keep DHIRAAGU indemnified from and against any liabilities, actions, losses, costs or claims in any way connected with this Agreement brought or threatened against DHIRAAGU by a third party. The Customer will reimburse DHIRAAGU 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 DHIRAAGU is a party. This indemnity will survive the termination of this Agreement.
- 11. CANCELLATION, TERMINATION AND SUSPENSION**
- 11.1. DHIRAAGU may in DHIRAAGU's sole discretion elect to terminate this Agreement either wholly or partially, or suspend the provision of Services until further notice, on notifying Customer to that effect, either orally (confirming such notification in writing) or in writing, in the event that:
 - 11.1.1. the Customer fails to make payment of any amount due to DHIRAAGU under this Agreement and such amount remains unpaid for ten (10) business days after Customer receive notice from DHIRAAGU of such non-payment; or
 - 11.1.2. any permit, license or consent which DHIRAAGU may require in order to carry out its obligations under this Agreement is refused, withdrawn, suspended, or terminated. Should this occur DHIRAAGU will give the Customer such notice as is reasonably practicable in the circumstances then prevailing.
 - 11.2. Should DHIRAAGU decide to exercise its right to suspend the Agreement DHIRAAGU reserves the right to subsequently terminate this Agreement as it relates to the event in question which led to the suspension.
 - 11.3. Either party may terminate this Agreement on notice to the other in the event:
 - 11.3.1. 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; or
 - 11.3.2. a breach by the other party of any such party's obligations under this Agreement provided that the terminating party gives the other party thirty (30) days written notice specifying the breach and the other party does not cure the breach during the said thirty (30) day period.
 - 11.4. In addition to the termination ground set out in clause 2.2, the Customer may also terminate this Agreement on the dissolution of a partnership if the Customer is in a partnership or trading under a business name and there is a cessation of trading under such business name and/or partnership.
 - 11.5. DHIRAAGU may also terminate this Agreement without cause by providing the Customer with not less than thirty (30) days' notice.
 - 11.6. The Customer must reimburse DHIRAAGU for all reasonable costs and expenses including legal and debt collection fees on a full indemnity basis incurred by the implementation of any suspension or re-commencement of the services governed by this Agreement as appropriate arising out of any event referred to in clause 11.1 above, save that this shall not apply where the suspension is implemented otherwise than as a consequence of the Customer's breach, fault or omission.
- 12. CONSEQUENCES OF TERMINATION**
- 12.1. Termination of this Agreement does not in any way relieve the Customer of the Customer's obligation to pay DHIRAAGU all charges incurred hereunder prior to the effective date of such termination.
 - 12.2. Upon termination of this Agreement in accordance with clause 11 the Customer must cease using the Services.
- 13. MISCELLANEOUS**
- 13.1. In the event of a change of name, the Customer agrees to provide DHIRAAGU with a copy of the Certificate of Re-registration immediately after the change of name has been approved by the relevant government department.
 - 13.2. This Agreement represents the entire understanding between the parties and supersedes all other agreements and representations made by either party or its employees whether oral or written.
 - 13.3. If during the term of this Agreement DHIRAAGU sends to the Customer a revised version of this Agreement together with a notice stating the date when such revised version will come into force ("**Effective Date**"), and Customer continues to obtain Services after such Effective Date, then Customer will be deemed to have accepted

- 13.4. such revised version with effect from the Effective Date.
- 13.5. 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.
- 13.6. 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 Courts of the Maldives.
- 13.7. Each party is and shall act as an independent contractor and this Agreement shall not be deemed to constitute a partnership or joint venture or agency between the parties.
- 13.8. If a section or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective.
- 13.9. Any notice required to be given under this Agreement must be in writing and delivered by hand or sent by post or by fax to the, Dhivehi Raajjeyge

Gulhun Plc at Dhiraagu Head Office, Ameenee Magu, P.O Box 2082 and to Customer at address provide in the Application Form. Unless expressly agreed otherwise, any such notice shall be deemed to be served on the date delivered by hand, or if sent by fax the date on which a printed transmission report confirming receipt is received, or if sent by post, ten (10) days from the date of dispatch, whichever the case may be.

- 13.10. The construction, validity and performance of this Agreement will be governed by the relevant laws of Maldives.