

This Agreement sets out the duties and responsibilities of DHIRAAGU and the Customer for the provision and use of the Product, "Dhiraagu Evvun". This Agreement and any terms updated and notified to you from time to time 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; or (c) install or use the Product.

1 DEFINITIONS

1.1 In this Agreement:

"Agreement" means the specific terms contained herein together with the Application Form and any additional or varied terms and conditions as DHIRAAGU may notify the Customer from time to time;

"Application Form" means the application form signed by the Customer requesting the Product which is governed by this Agreement;

"Bill" means a bill sent to you by DHIRAAGU in accordance with clause 8;

"Customer" means to whom DHIRAAGU provides the Product 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;

"Charges" means the monthly charges payable by the Customer in return for the requirements for the Product as requested in the Application Form, as set out in clause 8;

"DHIRAAGU" means Dhivehi Raajjeyge Gulhun Plc;

"GST" means goods and services tax chargeable under the Goods and Service Tax Act (Act No. 10/2011) and any similar replacement or additional tax;

"Intellectual Property Rights" 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;

"Product" means the Dhiraagu Evvun Service, its package selected by the Customer on the Application Form including any changes, upgrades and/or downgrades to such package, as and when requested by the Customer, and supplied by DHIRAAGU from time to time;

"you" and **"your"** means the Customer who orders the Product as well as other individuals you allow to access or use the Product, and any legal entity you control, work for, or represent when you access or use the Product; and

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

"Website" means our official website at www.dhiraagu.com.mv.

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 PRODUCT PROVISION AND PRE-REQUISITES

2.1 DHIRAAGU shall provide the Product, which you have selected on the Application Form subject to the terms of this Agreement. The details of the Product and its limitations are published on our Website.

2.2 Where the Customer is an independent natural person, you must: (a) be at least 18 years old with legal capacity to contract; and (b) provide a valid Maldivian national identity card or in the case of foreign nationals a valid passport and/or work permit and other supporting documents reasonably requested by us.

2.3 Where the Customer is a legal entity (i.e. other than a natural person), this Agreement shall be executed by an authorised signatory, as set out in the 'business customer information form' signed by the Customer, and shall have the legal right and full power and authority to execute, deliver and to exercise the rights and perform the obligations under this Agreement and all the documents which are to be executed by the Customer as required by this Agreement.

2.4 You represent and warrant that you are based in the Maldives. There may be restrictions in your use of the Product outside the Maldives.

2.5 You shall provide true, accurate, complete and up-to-date information to us as requested on the Application Form and upon any subsequent reasonable request made by us. You shall be responsible for notifying us of any changes in the information provided. We reserve the right to reject any application if we discover that you provided false, inaccurate, unverifiable information.

2.6 We may make changes to this Agreement from time to time. Such changes will become effective and enforceable at the earliest of the following: (i) upon notice of such changes as set out in clause 16.1 (ii) you click to accept or agree to the modified Agreement, or (iii) you install and/or use a new version of the Product that is subject to the modified Agreement.

3 LICENSE

3.1 Subject to your compliance with this Agreement, DHIRAAGU grants you a non-exclusive, non-transferable, limited, revocable license to install and use the executable code version of the Product for personal or internal business purposes. This license does not entitle you to receive hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Product. All rights not granted under this clause 3.1 are reserved to DHIRAAGU and its respective suppliers and licensors.

3.2 You may not do or attempt to do, nor encourage, assist or permit any other third party to do any of the following:

- modify or create any derivative works of the Product or documentation, including customization, translation or localization;
- decompile, disassemble, reverse engineer, "unlock", attempt to access or otherwise attempt to discover the source code for the Product;
- redistribute, reproduce, copy, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Product;
- disclose any trade secrets embodied in any part of the Product;
- remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols and/or labels in the Product; or
- publish any results of benchmark tests run on the Product to a third party.

4 TITLE AND INTELLECTUAL PROPERTY RIGHTS

4.1 The Product is licensed to you, not sold. This Agreement does not grant you title to or ownership of the Product or any copy of the Product.

4.2 Title, ownership rights, and intellectual property rights in the Product and any third-party software shall remain with the Product's suppliers and licensors and the respective third-parties. The Product is protected by copyright, trademark and other intellectual property laws and by international treaties.

5 SERVICE ACTIVATION AND AUTHENTICATION

5.1 Upon execution of this Agreement, we will send the username and password (the "Access Information") to the E-mail address provided by you on the Application Form, which can be used to activate and access the Product. For the purpose of this Agreement, the authentication information is treated as Confidential Information and subject to clause 14.

5.2 You must ensure that the Access Information is strictly protected and not disclosed to any third-party. Where the Customer is a legal entity, you must ensure that the authentication information is disclosed only to authorised representatives of the company on a need to know basis, and not disclosed to any third-parties.

5.3 You shall be responsible for the use of Product, whether or not the Access Information was disclosed by you to the person using the Product. Unless such information becomes disclosed due to a fault of DHIRAAGU, we will not be liable for any misuse of the Product.

6 WARRANTIES AND DISCLAIMER

6.1 We will use commercially reasonable efforts to provide the Product to you.

- 6.2 We will perform our obligations under this Agreement with reasonable care and skill in accordance with best practice exercised by skilled and experienced companies in the telecommunications industry.
- 6.3 No advice, representations or information given by our employees, agents or contractors shall create a warranty unless expressly set out in this Agreement.
- 6.4 We cannot guarantee that the Product will be free from faults and interruptions which arise from factors which are outside our control, whether as a result of network performance, Product or service malfunction, third party interference or otherwise. You accept that you may not be able to use the Product where certain technical restrictions arise, although we shall use reasonable endeavours to keep any disruption in such circumstances to a minimum.
- 6.5 You understand and agree that the Product is provided on an “as is” and “as available” basis without warranty of any kind, express or implied. We make no warranty that the Product will meet your requirement or that use of the Product will be uninterrupted, timely, secure, free of defects, virus-free, able to operate on an uninterrupted or error-free basis, compatible with any operating system or device, merchantable, fit for a particular purpose or non-infringing.
- 6.6 To the maximum extent permitted by law, the Product is used at your sole risk and neither DHIRAAGU nor its suppliers or licensors has any obligation to indemnify or defend you against claims related to the infringement of intellectual property rights.
- 6.7 There are important differences between traditional telephone services and this Product. You understand and agree that this Product is not intended, designed or fit for placing, carrying or supporting emergency calls or any other calls for the purposes of obtaining assistance, help or aid in the event of an emergency. It is your responsibility to obtain, separately from the Product, traditional telephone services that offer access to emergency services.
- 6.8 The Product may contain links to external websites for your convenience. You acknowledge and agree that DHIRAAGU is not responsible for, and has no control over, these sites. Links to external sites should not be taken as a recommendation or endorsement of the external site’s information, products or services by us or our suppliers.

7 YOUR RESPONSIBILITY

- 7.1 You may not use, encourage, promote, facilitate or instruct others to use the Product for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful or offensive.
- 7.2 You agree that your use of the Product shall in no way, and to no extent, whether directly or indirectly, adversely affect, impede or otherwise hinder or disrupt the functionality or performance of the platform or systems on which the Product runs.
- 7.3 Prohibited activities and content include:
- a) **Illegal Activities:** Any activities that violate any applicable laws, rules or regulations, including without limitation, all applicable laws relating to the privacy of communications and wiretapping laws, if any. If call recording function is available to you through the Product, you must advise all participants of the call prior to activating this function, and otherwise, strictly restrict and prohibit the recording of any calls.
 - b) **Harmful or Fraudulent Activities:** Activities that may be harmful to other users of the Product, their operations, or their reputations, including without limitation, offering or disseminating fraudulent goods, services, schemes or promotions or engaging in other deceptive practices.
 - c) **Infringing Content:** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
 - d) **Offensive Content:** Content that is defamatory, obscene, abusive, invasive of privacy, offensive, indecent or otherwise objectionable.
 - e) **Harmful Content:** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program or data.
 - f) **Spam:** Spam-related activities, including the distribution, publication, sending, or facilitating of unsolicited mass e-mailings, promotions, advertising or solicitations, including commercial advertising and informational announcements.

- g) **Security Violations:** Use of the Product to violate the security or integrity of any network, computer or communications system, software application or network or computing device.
 - h) **Commercial or Unauthorized Use:** Use of the Product for any revenue generating endeavour, commercial enterprise or other purposes which is not authorized under this Agreement or for which it was not designed.
 - i) **Network Abuse:** Use of the Product to carry out network abuse, including denial of service attacks or intentional interference with the proper functioning of any network, computer or communications system, software application or network or computing device.
- 7.4 You understand and agree that we, including our suppliers, have the right to take such measures as we at our discretion deem necessary to protect the integrity of the Product, its network and systems, including but not limited to temporary suspension or throttling of traffic in the event of excessive use of disk space, bandwidth or other resources.

- 7.5 You acknowledge that the Product may be subject to the export and import laws of the U.S. and other countries. You agree to comply with all international and national laws that apply to the Product, including the U.S. Export Administration Regulations and all end-user, end-use and destination restrictions issued by U.S. and other governments. You agree that you will not use the Product or any features provided by the Product for any purposes prohibited by U.S. or other applicable law.

8 CHARGES AND PAYMENT

- 8.1 Depending on the specific Product as requested by you on the Application Form, you may be charged a Setup Fee, which will be billed along with the first monthly Charge for the Product.
- 8.2 You will be billed on a monthly basis based on the Product requirements provided to you. The Charges are payable by you and should be paid before the due date on the Bill. You must pay the Bill in full without any set-off, deduction or withholdings whatsoever. If that payment becomes overdue, we may suspend or terminate the Service pursuant to clause 9.
- 8.3 DHIRAAGU reserves the right to make changes to the Charges. Such changes will be implemented on the next billing cycle after giving you prior notice of at least ten (10) days.
- 8.4 Should you wish to reactivate a Product account following suspension, cancellation or termination, you may be charged a reactivation fee.
- 8.5 If you are subscribing under a promotional subscription fee, additional restrictions may apply according to the additional terms and conditions.
- 8.6 The Charges do not include any services, features or functionality other than the price of the Product.
- 8.7 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 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 from any payment or credit due to us, under this Agreement or any other agreement for any services provided to you.
- 8.8 The rights in this clause are in addition to any other rights that we have under the terms herein, including the right to suspend or terminate the provision of the Product in accordance with clause 9.

9 TERM, SUSPENSION AND TERMINATION OF SERVICE

- 9.1 The term of this Agreement shall commence from the date on which we accept the signed Application Form (the ‘Effective Date’), and continue unless otherwise terminated either party according to the terms of this Agreement.
- 9.2 We may in our sole discretion elect to immediately terminate this Agreement either wholly or partially, or suspend the provision of the Product until further notice, upon notifying you to that effect, either orally or in writing, in the event that:
- a) Your Product account has been inactive for a considerable period of time;
 - b) you fail to follow the guidelines and instructions given by us or fail to perform your duties and obligations under this Agreement or you breach any provision in this Agreement;

- c) you fail to make payment of any amount due to us under this Agreement and such amount remains unpaid for ten (10) business days;
- d) we become aware that you provided false, inaccurate, unverifiable information;
- e) we reasonably suspect an unauthorised, fraudulent or unlawful use or misuse of the Product;
- f) your payment is overdue for any other services provided to you by us, under any other agreements you have with us;
- g) any permit, license, authority or consent which we may require from a third-party 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; and/or
- h) the relevant law, court order or government authorities within the Maldives or elsewhere require us to suspend the provision of the Product.

9.3 We may also suspend the provision of the Product with immediate effect where it is necessary in order to carry out any maintenance or repair work.

9.4 If we decide to exercise our right to suspend this Agreement, we reserve the right to subsequently terminate this Agreement as it relates to the event in question which led to the suspension. We may at our sole discretion, reinstate the Service if we are satisfied that you have rectified any breach of this Agreement or the reason for the initial suspension of the Service no longer applies.

9.5 You may terminate this Agreement and your right to use the Product, by giving us one (1) months' prior notice in writing.

9.6 We may terminate this agreement without cause by giving one (1) month's prior notice to you.

9.7 Either party may terminate this Agreement on 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.

10 EFFECT OF SUSPENSION AND TERMINATION

10.1 You understand and accept that in the event of suspension or termination as set out in clause 9 above, any scheduled meetings and /or data on your account will be lost and cannot be restored.

10.2 In the event of termination, you shall immediately cease use of the Product and destroy all copies of the Product in your possession or under your control;

All applicable Charges accrued under this Agreement prior to termination will immediately become payable upon termination, and we will Bill you accordingly. You agree to pay the Bill by the due date. If you have paid a Charge in advance of the date of termination you will not receive a refund in respect of that unexpired part of the relevant month for which you have paid.

10.4 None of the rights which either Party have accrued as a result of the Agreement, prior to the date of termination shall be lost or otherwise affected following termination.

11 CHANGES TO THE SERVICE

11.1 We may at our discretion and from time to time change, add, or remove features and functionality of the Product without notice. If you are dissatisfied with any such changes to the Product, you may terminate this Agreement in accordance with the procedure set out in clause 9.

11.2 We reserve the right to discontinue one, some, or all of the features of the Product you receive at any time. We may make reasonable price adjustments or provide replacement features for such changes.

11.3 We may at our discretion discontinue the provision of software updates to certain features. This means that whilst the Product may receive continued

software updates and functionality, we are not required to provide such updates to you under this Agreement.

11.4 The level of service we provide may not be the same for every customer. We are under no obligation to provide all features and functionality to your Product. The Product may not be available outside of the Republic of Maldives.

12 LIABILITY AND INDEMNITY

12.1 We will not be liable for failure to provide the Product caused by events outside our reasonable control.

12.2 We do not in any way exclude or limit our liability: (i) for death or personal injury resulting directly from negligence by 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.

12.3 Subject to clause 12.2, we or our parent, affiliate or subsidiary companies, or their respective officers, directors, employees, contractors, agents, suppliers or licensors, will not be liable to you, whether in contract, tort or otherwise, for: (a) any loss of profits, revenue or anticipated savings, loss, theft or corruption of data, work stoppage, opportunity costs, computer failure or malfunction, loss of use of facilities or equipment, loss of contract or goodwill; (b) any indirect, special, incidental or consequential loss of whatever nature, whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of the commencement of this Agreement; (c) use of the Product which is contrary to the terms herein; and/or (d) any claims, losses or damages arising either directly or indirectly from the use of, or the inability to use, the Product for emergency calls to emergency services and calls for the purpose of obtaining assistance, help or aid in the event of any emergency.

12.4 If we, including our suppliers and licensors, are liable to you in contract, tort, under statute or otherwise, for any event or related series of events arising out of or related to this Agreement, our aggregate liability shall be limited to the equivalent cost of three (3) month's Charges paid by the Customer prior to the date on which the claim arises.

12.5 You agree to indemnify, defend and hold us absolutely harmless 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: (a) your use of the product; (b) your negligence, fraud or willful misconduct; (c) your violation of this agreement or any applicable law, rule or regulation or (d) your infringement of any intellectual property right or another right(s) of any person or entity, which are brought or threatened against us by a third party where you are at fault.

12.6 You shall 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.

13 PROTECTION OF PERSONAL INFORMATION

13.1 You acknowledge and agree that we, our suppliers and licensors, may have access to your information provided under this Agreement and your use of the Product, including, but not limited to, technical, diagnostic and/or personally identifiable information about you, your systems, your location and traffic generated by your users.

13.2 We respect the privacy of your information and will not disclose any such information except as permitted by our privacy policy or the terms herein.

13.3 Subject to clause 13.1, the Product allows you to choose your privacy options which will limit our access to some, but not all of your personal information.

13.4 You hereby expressly consent and authorize us to collect, use, retain and disclose such information as set out in clause 13.1, for any lawful purpose, including: (a) disclosure to any of our associated companies, partners, agents, suppliers, licensors and contractors, any regulator or any person we reasonably believe to be acting on your behalf; (b) management of your account and the provision of the Product; (c) to enable fraud and crime prevention or detection (c) credit control purposes; (d) market research, customer profiling, product and service development as part of our sales and marketing activities; (e) maintain a record for a reasonable period of time following termination of this Agreement; and (f) for compliance with our legal obligations. If you do not wish us to use your information for any of these purposes you must notify us in writing.

13.5 You acknowledge any communication with our contact centres and digital conversations may be recorded and retained for training and quality control purposes.

13.6 You acknowledge and expressly consent to us disclosing your information to third parties (such as to our agents, credit agents and other carriers) for purposes including for the provision of support service, referencing, fraud detection and prevention, debt collection, investigating insurance claims, directory purposes, for any reason required by law and for any other lawful purpose.

13.7 You may ask to see your account information and any other information that we hold about you and ask for any details that are wrong to be corrected. We reserve the right to refuse such a request where we are unable to verify that the person requesting the information is in fact you or a person authorised by you. We shall not be liable for the disclosure or non-disclosure of such information or any inaccuracy or lack of completeness of any information disclosed.

13.8 You agree that we may contact any person or reference provided by you to verify the accuracy of your information. You acknowledge that we or our agents, may from time to time contact you by post, telephone, in person, email or text message regarding details of promotions, competitions or our other products and services. You hereby expressly consent to such contacts. If you no longer wish to be contacted in such a manner, please notify us in writing.

14 CONFIDENTIALITY

14.1 We may disclose to you in connection with this Agreement certain non-public information ("Confidential Information"). You must maintain such Confidential Information in confidence and protect it with the same degree of care that you would use to protect your own confidential information.

14.2 You must not disclose such Confidential Information, in whole or in part, to any person other than your officers, directors, employees, agents or authorized representatives who have a need to know.

14.3 Confidential Information does not include any information that:

- a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault by you; or
- b) you can demonstrate was already in your possession prior to disclosure hereunder or is subsequently disclosed to you with no obligation of confidentiality by a third party having the right to disclose it; or
- c) is required to be disclosed by law or by order of any competent court or government or regulatory agency.

14.4 At the expiry of this Agreement, you must return to us all Confidential Information in your possession.

15 DISPUTE RESOLUTION AND GOVERNING LAW

15.1 If you have a complaint or dispute regarding our service you may make use of our formal complaints procedure by calling our call centre 123 or by sending an email to: 123@dhiraagu.com.mv

15.2 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 clauses 15.3 and 15.4 shall apply.

15.3 This Agreement shall be governed by and interpreted in accordance with the laws of the Maldives the Parties hereby submit to the exclusive jurisdiction of the superior courts of the Maldives.

15.4 Any proceedings to resolve or litigate any claim in any forum will be conducted solely on an individual basis. Neither you, us nor any other party will seek to have any claim heard as a class action or any other proceeding in which any party acts or proposes to act in a representative capacity.

16 MISCELLANEOUS PROVISIONS

16.1 We reserve the right to amend the terms herein, at any time. 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 Product after any amendments have been made to the terms herein, shall be evidence of your intention to be bound by Agreement as amended in accordance with this clause 16.1.

16.2 This Agreement together with all documents which are referred to in this Agreement represent the entire agreement between DHIRAAGU and you and they supersede all prior representations or oral or written agreements between the parties.

16.3 Any variation to the Application Form shall be agreed between the parties in writing.

16.4 We will not be responsible for our failure to perform all or any of our duties arising under this Agreement, where any event beyond our reasonable control occurs. Such events include but are not limited to acts of God, fire, acts of terrorism, war, civil commotion, embargo, labour dispute, prevention from obtaining raw materials, power failure, acts of government or state or failure of third party telecommunications systems which impact upon our ability to provide the Product.

16.5 If any part of this Agreement becomes to any extent illegal, invalid or unenforceable, it shall to that extent be deemed to no longer form part of this Agreement. This will not affect the legality, validity or enforceability of any of the remaining terms and conditions herein, which shall continue in force.

16.6 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.

16.7 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 to bar the exercise or enforcement of such right or any other right on any other occasion.

16.8 Any notice required to be given under this Agreement must be in writing and delivered by hand or sent by pre-paid first-class post or courier or by fax to, Dhivehi Raajjeyge Gulhun Plc at DHIRAAGU Head Office, Ameene Magu, P.O Box 2082 and to the Customer at the address provided 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 at the time of delivery, if delivered by hand, pre-paid first-class post or courier.