

1 INTRODUCTION

- 1.1 This Agreement sets out the duties and responsibilities of both you and DHIRAAGU for the provision and use of our Services and creates a legally binding agreement. You understand that depending on the Service, you may be subject to certain specific terms in addition to the terms herein. To the extent that there is any conflict or inconsistency between this Agreement and any specific terms, the specific terms shall prevail.
- 1.2 This Agreement is deemed accepted by you when you: (i) click to accept or sign (whether digitally or otherwise) confirming your acceptance to these terms; or (ii) start using our Service. We may publish changes to these terms from time to time. If you continue to use any of our Services after such amendment, your continued use of the Service is evidence of your acceptance of such amended terms.
- 1.3 You are solely responsible for all access to and use of the Service, including any breach of this Agreement by you or any other user of the Service.

2 DEFINITIONS & INTERPRETATION

- 2.1 The words and expressions below shall have the following meanings:

"Account" means a statement or record on which we register the Services, as well as any charge or credit concerning those Services, and any other information as may be relevant;

"Agreement" means these terms and conditions including any documents referred to or incorporated herein, the terms on your application, any additional or varied terms that we may Notify you from time to time, which relate to the provision of any Service, Device and/or Dhiraagu Equipment;

"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, Device and/or Dhiraagu Equipment provided to an Account;

"Charges" means any charge imposed on you for our Services including but not limited to Installation Charges, Special Installation Charges, any applicable Charges for Dhiraagu Equipment and/or Devices, for Subscription Fees, Usage Charges, Charges for premium Services and, applicable Taxes, which may be charged in advance or arrears depending on the type of service;

"Contractor(s)" means any third party engaged by us for the provision of any Service;

"Credit" means the value of credit remaining and available on your pre-paid Service Account, including but not limited to **"Call Credits"** for calls and **"Data Credits"** for data;

"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, as well as fixed equipment and internal wiring within the Premises that connects to our Network;

"Device(s)" means the telecommunications equipment, device or any other equipment or device that we sell to you and any replacement of such equipment and/or parts 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);

"DHIRAAGU" means Dhivehi Raajjeyge Gulhun Plc (C-0024/1988), whose registered office is located at Dhiraagu Head Office, Ameenee Magu, P.O Box 2082, Male' 20403, Republic of Maldives;

"Dhiraagu Equipment" means a line, any device, and all other equipment or thing owned by us, which is operated, installed, supplied and/or hired out by us to you, for the provision of our Services (including, where the context so admits, any Software installed therein or used by us in conjunction with the operation of such equipment);

"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;

"Effective Date" for pre-paid Services means, the date on which you obtain the Services or purchase the service kit, whichever comes first. For post-paid Services and other Services, it means the date that we approve the application submitted by you;

"Installation Charges" mean the Charges for the installation, activation and connection of any equipment or device;

"Intellectual Property" means all patent, copyright, trademark and other intellectual property subsisting in any Service or any of our Systems or any Device and/or Dhiraagu Equipment that we may provide;

"Network" means the digital communications system that we provide under this Agreement;

"Notice" or **"Notify"** means any notice served under clauses 24.4 and 24.5;

"Our Normal Working Hours" means 8:00 am to 4.00 pm Sunday to Thursday (except public holidays), as may be varied by us from time to time;

"Personal Information" means any data relating to you, any Service Number or any Account or any other information and data which we have acquired from you or through your use of our Service including usage, financial and billing information, or which has been provided to us by you or your agents and/or employees, in connection with the Services or course of business;

"Premises" means the address or any subsequent address to which you move which is informed to us, at which the Device and/or Dhiraagu Equipment is installed and/or to which the Services are provided;

"Price(s)" means our most current price or tariff for the Services, sale or rental of Device and/or Dhiraagu Equipment, which shall be paid by you. For the avoidance of doubt Prices for all Services other than telecommunication Services are displayed or quoted inclusive of Tax and Prices for telecommunication services are displayed or quoted exclusive of GST;

- "Service"** means: (i) any telecommunications and/or other related and value-added services we provide to you, including how we determine to provide such services; (ii) sale, rental, delivery, installation and activation of any Device and/or Dhiraagu Equipment which you have ordered from us or is provided to you; and (iii) any changes to your services or additional services we provide to fulfil your request, order or instruction;
- "Service Number"** means any number or alphanumeric symbols or characters assigned by us or selected and leased by you for the provision or utilisation of any Service, Device and/or Dhiraagu Equipment including but not limited to your telephone number, domain, or network user identity and includes any such numbers which we market as 'nice numbers';
- "Service Package"** means the Service package selected by you, including any changes to your service package as requested by you, or under these terms;
- "Service Start Date"** means the date of commencement of the Service(s);
- "Software"** means any computer programme, software or other materials installed or provided by or on behalf of us to use any Device and/or Dhiraagu Equipment or any Service and including any software installed in any Device and/or Dhiraagu Equipment;
- "Special Installation Charges"** means the Charges for the provision of special or prioritised installation services as informed to you;
- "Subscription Fee"** means such Charges that are generally payable monthly in advance for your line rental, internet packages, data packages, call plan, add-ons and any other features that you have subscribed to;
- "System"** means our telecommunications system;
- "Tax(es)"** means all taxes, including goods and services taxes (GST), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under Maldivian legislation or the law of any jurisdiction outside the Maldives concerning the provision of any Services or on any Charges or payment payable by you to us;
- "Usage Charges"** means such Charges generally payable monthly in arrears as billed, and charged at the rates prevailing at the time you establish a connection for a call or data session;
- "Validity Period"** means the validity period of your pre-paid Account, which is automatically renewed every time you recharge your Account;
- "Working Days"** means Sunday to Thursday (except public holidays), as may be varied by us from time to time;
- "us"** or **"we"** or **"our"** means Dhivehi Raajjeyge Gulhun Plc, its successors in title or assignees; and
- "you"** means the party with whom we make this Agreement and includes a person who we reasonably believe is acting with your authority or knowledge.
- 2.2 The headings or titles to the clauses in this Agreement are to facilitate reference and shall not be referred to or relied upon in the construction of any provision.
- 2.3 Where the context so admits, the singular shall include the plural and vice versa.
- 2.4 Calculation of days under these terms shall be considered and calculated based on calendar days with the start day and end day being counted within the calculation of days.
- 2.5 Any reference made to any condition shall be construed as a reference to the condition in these terms unless otherwise expressly stated.
- 2.6 This Agreement shall remain in full force and effect from the Effective Date until terminated in accordance with these terms.
- ### 3 APPLICATION FOR SERVICES
- 3.1 If you wish to apply for our Services, including any special requests related to our Services you may visit one of our outlets in person or use any other digital means accepted by us for the specific Service. This includes but is not limited to: (i) visiting or contacting our customer services; (ii) through our website or mobile applications; and (iii) using your online Dhiraagu account.
- 3.2 By applying for our Services, you represent and warrant that:
- 3.2.1 you are at least 18 years of age with the legal capacity to contract unless otherwise provided under specific terms applicable to you for a Service; and
- 3.2.2 if you are a business customer, 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.
- 3.3 You must provide any supporting document and information reasonably requested by us at the time of application or from time to time, including your valid Maldivian national identity card, or in the case of foreign nationals a valid passport and work permit, or other relevant documents for business customers.
- 3.4 Your username and passwords relating to your digital accounts are confidential information. You must ensure that such information is strictly protected and not disclosed to a third party. Any applications, requests or transactions made through your digital accounts are deemed to be made by you.
- 3.5 All applications will be subject to review and acceptance by us. We are not liable to use measures beyond our standard practices to verify the accuracy of any information provided by you. You are responsible for ensuring that your details and the information provided are maintained and up to date. We will not have any obligation to provide or carry out any requests or orders made by you or otherwise, prior to our express agreement of acceptance of your application.
- 3.6 If you request a change to or postponement of any Services which we have agreed or confirmed to provide, we may at our discretion, impose a Charge for such change or postponement at such rate or amount as we may determine.
- 3.7 We reserve the right to reject your application at our discretion for any reasonable cause, including but not limited to, if: (i) you provide any incorrect or incomplete information; (ii) you have an outstanding balance with us; (iii) you fail to meet our credit criteria and/or fail to pay the deposit requested by us subject to

the terms set out in clause 16; or (iv) you fail to meet any reasonable requests made by us to complete your application.

4 ANCILLARY SERVICES

- 4.1 The provision of Services may require additional equipment or devices which are not included in the price of the Services requested by you. We may at our discretion;
- 4.1.1 provide you with our equipment or devices (see definition of “Dhiraagu Equipment”); or
- 4.1.2 instruct you to buy or rent such equipment or devices (see definition of “Device”).
- 4.2 We may at our discretion accept Customer Devices subject to the terms below:
- 4.2.1 you agree that it is your responsibility to give us all information which we may need, including the name and address of the manufacturer of the equipment, and the initialisation and programming instructions for the equipment. We are under no obligation to obtain this information from the manufacturer or any other source.
- 4.2.2 we cannot guarantee the provision of the Service to you when Customer Devices and software are used.
- 4.2.3 for your protection, we may provide instructions regarding the safe and secure usage of Customer Devices; or issue guidelines based on standards established by recognised telecommunications authorities. You must ensure that you follow any reasonable instructions and/or guideline provided by us. However, you are solely responsible for all aspects of provisioning, maintaining, repairing and protection of Customer Devices.
- 4.2.4 we will not be liable for any fraudulent activity that is conducted against you through Customer Devices and you are liable to pay us in full for any Charges you incur due to such fraudulent or unauthorised use of the Services and/or Customer Devices.
- 4.2.5 we may change our equipment compliance standards at any time, which will deem previously accepted Customer Devices unacceptable; and
- 4.2.6 you agree to indemnify us against all costs, claims, damage, losses, or expenses that we may suffer or incur directly and/or because of any claim by a third party, for any damage caused by Customer Devices.
- 4.3 You may be required to modify, replace, or upgrade any Device and/or Customer Device upon our instruction, due to such devices being faulty or subject to changes to our Services, System or Network or any other reasonable cause.
- 4.4 We will not have an obligation to provide the requested Service if you are unable to commit to buy, rent or provide such equipment or device acceptable to us, as and when instructed by us and, within the period prescribed by us.
- 4.5 The prices for the sale of Dhiraagu Equipment and/or Device are set out in our Prices. Prices for the rental of Dhiraagu Equipment and/or Device are either set out in our Prices or can be obtained through a quotation from us.

5 ACCESS

- 5.1 By applying for our Services or by using the Services you warrant and agree that you:
- 5.1.1 are the current occupier of the Premises;
- 5.1.2 either own the Premises or are a tenant or licensee of the Premises under a legally binding contract;
- 5.1.3 have obtained any consent which you may require for the provision of Services by us, including such consent required from the owner of the Premises, for the rights to access, enter and remain at the Premises and to carry out all works detailed in clause 5.2 below;
- 5.1.4 will provide us with any reasonable information, assistance and cooperation requested by us;
- 5.1.5 will not do anything or allow anything to be done on the Premises that may prevent us from having easy access to Dhiraagu Equipment at the Premises; and
- 5.1.6 have full authority to enter into this Agreement.
- 5.2 By applying for our Services, you expressly grant us and our Contractors a license to access, enter and remain at the Premises to carry out any work at any time that we deem necessary to enable us to provide our Services to you efficiently, including but not limited to:
- 5.2.1 surveying, installation, activation, repair, maintenance, alteration including drilling, renewal, removal, inspection of any equipment and/or device at the Premises; and
- 5.2.2 placement and maintenance of cables, lines or poles under, upon or over the Premises.
- 5.3 If we require access to the Premises, we will try to give you as much advance notice as possible. We may at our discretion charge you a cancellation fee, if you cancel an appointment with us, or if we or our Contractor are unable to access the Premises at a previously agreed time due to a reason not attributable to us or our Contractor.
- 5.4 Unless agreed otherwise, we are entitled to charge you a fee calculated in such manner as determined by us, for each visit to your Premises, and/or any work carried out at your Premises for the provision of Services.
- 5.5 We reserve the right to refuse Services to your Premises at any time if we consider it unsafe or unfeasible or if we discover that you have provided us with incorrect information.

6 INSTALLATION AND ACTIVATION

- 6.1 For the installation and activation of our Services we will endeavour to:
- 6.1.1 Provide the Service to you by the date set by us. However, unless we inform you otherwise such dates are best estimates only;
- 6.1.2 install the Software, Device and/or Dhiraagu Equipment in any specific location requested by you. If for technical and other reasons, we are unable to install at the requested location we may decide on alternative locations based on our requirements; and
- 6.1.3 minimise any disturbance to you when carrying out any work at the Premises.

- 6.2 If any direct physical damage to the Premises is caused due to our or our Contractor's negligence, we agree to make good to you such damages as is reasonable.
- 6.3 We may provide special installation services to you if we are required to expand our Network.
- 6.4 Notwithstanding clause 6.1.1, we may at your request, agree to provide you with special or express installation and/or activation services. The Charges for any such services will either be set out in our Prices or can be obtained through a quotation from us.
- 6.5 You agree to supply at your own cost, suitable facilities necessary for installation and activation of the Services, including but not limited to a suitable environment, a secure electricity supply and all necessary electrical and any other installations and fittings, including concealed internal wiring if required.
- 6.6 Depending on the Service, you may be required to sign a service acceptance form upon completion of the installation process signifying that the Service, Device and/or Dhiraagu Equipment has been installed and/or activated, tested and is fully functional.

7 DHIRAAGU EQUIPMENT

- 7.1 Title to Dhiraagu Equipment shall be always retained by us and you may not remove, tamper with, or obliterate any identification mark attached to Dhiraagu Equipment. On all occasions when the ownership of the Dhiraagu Equipment is relevant, you shall make clear to third parties that such equipment is our property.
- 7.2 All risks in the Dhiraagu Equipment will pass to you upon delivery to you or the location specified by you.
- 7.3 You agree:
 - 7.3.1 not to sell, lend, dispose of or move Dhiraagu Equipment;
 - 7.3.2 not to assign or otherwise transfer any Dhiraagu Equipment, either temporarily or permanently, to a third party without our prior consent in writing;
 - 7.3.3 to keep Dhiraagu Equipment safe, and to follow the manufacturers and our instructions;
 - 7.3.4 to ensure that Dhiraagu Equipment provided to you under any agreement is not damaged, interfered with, modified, adapted, or mistreated by you or by any third party and that it is not repaired by any person other than us;
 - 7.3.5 not to do anything or allow anything to be done that may damage or interfere with Dhiraagu Equipment;
 - 7.3.6 to notify us immediately of any loss or damage to any part of the Dhiraagu Equipment. As you are responsible for Dhiraagu Equipment upon delivery, you must pay our charges for repairing or replacing any Dhiraagu Equipment which has been damaged, lost or stolen following delivery, except for repair or replacement because of general wear and tear;
 - 7.3.7 to immediately return Dhiraagu Equipment to us upon termination under the provisions set out in clause 21.8; and
 - 7.3.8 to indemnify us against all costs, claims, damage, losses, or expenses that we may suffer or incur because of any claim

- by a third party concerning damage caused to Dhiraagu Equipment by you or any Customer Device.
- 7.4 Your access to Dhiraagu Equipment, including the wall socket when installed is permitted only to:
 - 7.4.1 connect Device and/or Customer Device to the wall socket for normal operation. You shall be permitted to install extension points from Dhiraagu Equipment at the Premises as prescribed by us;
 - 7.4.2 facilitate self-testing as part of the fault resolution procedure as and when instructed by us; and
 - 7.4.3 allow connection to the in-house wiring facilities by a qualified contractor.
- 7.5 We may modify or substitute Dhiraagu Equipment from time to time where we have a valid reason for doing so, such as upgrades or changes to our Services or Network.

8 SALE OF DEVICE

- 8.1 Sale of Devices will be subject to specific terms relating to the Device. We do not accept returns unless and to the extent stated otherwise in such specific terms. We do not warrant any Device except where applicable we may transfer to you the benefit of a third party warranty to the extent informed to you by us in writing, as set out in clause 12.7.
- 8.2 Where we sell any Device to you, you shall hold the same in a fiduciary capacity as bailee for us, until you pay the full Price for the Device. All legal and beneficial titles to the Devices shall remain with us until such payment is made.
- 8.3 All risks for the Devices will pass to you upon delivery to you or the location specified by you.
- 8.4 Regardless of whether the Devices were supplied to you under an instalment plan, the full Charge for the Devices will immediately become payable upon termination of this Agreement as set out in clause 21.8.

9 MAINTENANCE

- 9.1 We shall provide such maintenance and repair services as we reasonably consider necessary for Dhiraagu Equipment and to provide the Services to you.
- 9.2 If you detect a defect in the operation of our System, Dhiraagu Equipment or provision of Services, you agree to inform us promptly, in person at our local offices, by telephone, through any digital means accepted by us or by way of Notice as set out in clause 24.4. Upon receipt of notice of the defect, we may instruct you to do self-tests. If the fault cannot be resolved remotely, we will register your fault and give you a service order number as a confirmation that the fault is registered.
- 9.3 We aim to respond as soon as possible during Our Normal Working Hours. Upon request, we may at our discretion, agree to provide maintenance services outside Our Normal Working Hours at an additional cost as quoted by us or set out in our Prices.
- 9.4 You must not repair, attempt to repair, interfere with, modify, or adapt Dhiraagu Equipment or restore the Services nor permit anyone else to do so.

- 9.5 If we identify a fault in Dhiraagu Equipment, we shall at our discretion, either repair or replace the faulty Dhiraagu Equipment as soon as reasonably practicable.
- 9.6 We may charge you for our reasonable costs and expenses for attending to fault reports or in providing maintenance and repairs if the need for such maintenance arises out of:
- 9.6.1 misuse, neglect, or damage to the Dhiraagu Equipment;
 - 9.6.2 any fault or other problem with Customer Device, or other devices not forming part of the Device or Dhiraagu Equipment;
 - 9.6.3 you repeatedly report the same fault where there is no fault; and/or
 - 9.6.4 your failure to reasonably comply with the provisions of this Agreement.
- 9.7 Maintenance and repair services do not include maintenance of Customer Devices and/or Devices. Such services will be governed by a separate agreement and/or specific terms.

10 USE OF SERVICES AND RESPONSIBILITIES OF THE CUSTOMER

- 10.1 Our Services are provided to you for personal use only and not for resale. You may enter into separate agreements with us to purchase products and/or services eligible for resale.
- 10.2 You are solely responsible for the security and protection of your network, systems and/or Customer Devices used together with our Services. To safeguard your use of our Services, you must comply with any reasonable instructions we may inform you from time to time, including but not limited to ensuring that:
- 10.2.1 you take appropriate measures and maintain sufficient security controls to prevent fraud and unauthorised access and use of the Services by third parties;
 - 10.2.2 any information which may be used to access the Service is strictly protected and disclosed to your authorised representatives on a need-to-know basis, and not disclosed to any third parties. For the avoidance of doubt, you shall be responsible for the use of Services as set out in clause 10.4 below, irrespective of whether such information was disclosed by you to the person using the Service.
- 10.3 You must not use our Services and/or Customer Devices:
- 10.3.1 to send any message or make any call which is defamatory, annoying, threatening, abusive, offensive, obscene, menacing or illegal;
 - 10.3.2 fraudulently or in connection with any criminal activity, or for any purpose prohibited by legislation, international convention or other law;
 - 10.3.3 in any manner which causes needless anxiety or inconvenience to or infringes the rights of any other person;
 - 10.3.4 for any purpose which may circumvent, frustrate, or diminish our right to provide telecommunications systems and services;
 - 10.3.5 to avoid, evade or reduce payment of our standard charges for Services;
 - 10.3.6 to provide or receive any telecommunications service which is not provided by us, without our written consent

- (excluding receipt of telecommunication service using Customer Devices);
- 10.3.7 in any manner we reasonably believe adversely affects the provision of our services to other customers; and/or
 - 10.3.8 to transmit voice or data communications to a destination outside the Maldives by a telecommunications route other than that established or approved by us for that purpose, and you agree that we may block transmission of such voice or data communication over such unauthorised routes.
- 10.4 You agree to take full responsibility for any Charges, claims or liabilities arising from the use of our Services, including but not limited to:
- 10.4.1 actions of any person to whom you have given access to use the Service, and any party who gains access to the Service, fraudulently or otherwise, irrespective of whether it was authorised by you;
 - 10.4.2 any security issue or fault in your network, systems and/or Customer Devices; and/or
 - 10.4.3 failure by you or any other party to observe these conditions and our instructions relating to your permitted use of our Services irrespective of whether it was authorised by you.
- 10.5 You agree to Notify us immediately if you become aware of or suspect any unauthorised or fraudulent use of the Service.

11 DISCLAIMERS

Service Number

- 11.1 The Service Number allocated to you will always remain as our property. You understand and agree that there is no transfer of any proprietary rights with respect to Service Numbers allocated to you, which includes Service Numbers which we market as 'nice numbers'. For the avoidance of doubt, the extra charge you pay for a 'nice number' is an extra charge paid for the usage of the number only and you acknowledge that such payment does not in any manner, imply any proprietary or ownership rights over such numbers.
- 11.2 If a pre-paid mobile Service Number is allocated to you, we may release your Service Number at any time upon termination. In case of a post-paid mobile Service Number, we will hold your number for at least ninety (90) days from the date of termination. You understand that these retention periods are subject to change through directives issued by our regulators. We will publish any such change from time to time. Upon expiration of such period, you may lose the Service Number and any information stored in the Service Number assigned to you.
- 11.3 We reserve the right to: (i) change any Service Number or terminate the availability of any Service Number at any time, without providing any reason; (ii) re-assign or replace your Service Number upon the termination of the Service or any other reasonable cause to be decided in our sole discretion; and/or (iii) limit the number of Service Numbers which are or may be allocated to you. Our exercise of such rights shall be without any liability to you.
- 11.4 You agree that you cannot sell or agree to transfer the Service Number assigned to you as part of Services to anyone else without our prior approval in writing. Should the Service

Number be transferred, we cannot be held liable for the transfer of any third party services that you may have subscribed to. You shall be solely liable for any misuse, or abuse of any such third party services.

IP Address

11.5 Any IP address assigned to you remains our property at all times, and we assume no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise related to any change in IP addresses. Where you have a static IP address, we reserve the right to change that IP address by giving you at least thirty (30) days' advance Notice.

Directory Services

11.6 We may make available to other companies authorised to manage our directory information your name, telephone number and address and your preference for directory entry (listed or unlisted). This information will be used by them to provide directory services, either as a published telephone directory, internet listing or a public telephone enquiry and ancillary services. Where appropriate, we may disclose this information to the emergency services. Since telephone directory listings and internet publications may be compiled by third parties we cannot accept responsibility for any error or omission in any directory or internet listing unless caused by our fault. If you would like to have an unlisted service you shall pay the applicable Price for the Service. You agree that we are entitled to disclose such information as set out in this clause 11.6, irrespective of whether your Service Number is listed or unlisted.

11.7 You agree that the telephone directory is our property and you may not reproduce or procure to reproduce it without our written consent.

Data Gifting

11.8 You may be eligible to send and/or receive data gifts from applicable services, subject to specific terms applicable to that Service. You understand and agree that other eligible customers can send data gifts to you without your prior consent. Any gifted data is not redeemable for cash, not transferable or refundable for cash or otherwise, nor is interest payable on any such data. You are responsible for ensuring that data gifts are sent to eligible and correct service numbers.

Promotions and trials

11.9 We may from time to time provide Services to you as part of a promotion, trial or test service. If so, we reserve the right to withdraw such promotion, trial or test service at any time without informing you and without any liability to you, unless stated otherwise in the terms of such promotion or trial. If you continue to use such Services after the expiration or withdrawal of the promotion or trial period, you may incur additional charges for the use of such Services as per our published Prices.

12 WARRANTIES

12.1 We agree to provide Services to you subject to the terms set out in this Agreement. We will use our reasonable skill and care in providing the Services, but cannot guarantee fault-free performance.

12.2 Our Services are provided on an "as is" and "as available" basis without warranties of any kind, express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose.

12.3 The quality of our Services may be affected by reasons beyond our control. We do not represent, warrant, guarantee or assume any responsibility for the quality of any Service or of the coverage, signals or data transmitted as part of any Service (including but not limited to the internet, data, and telephone) due to service being affected by reasons beyond our control. Therefore, we shall not be liable for any loss or damage which may be caused by the loss or mutilation of any signals or data at any stage of the transmission.

12.4 No advice, recommendation or information given by our employees, agents or contractors shall create a warranty.

12.5 Unless we inform you otherwise, any times specified to you for the provision of Services and/or delivery of Devices or Dhiraagu Equipment, are best estimates only. We will not be liable for any losses or other expenses sustained or incurred by you as a result of the delay. You are not entitled to refuse acceptance of any Services due to such delay.

12.6 Voice, SMS and data communications are transmitted over complex networks. We will make all commercially reasonable efforts to ensure your privacy while using our Network, however, privacy cannot be guaranteed, and we will not be liable to you for any lack of privacy that you may experience while using the Service. Your usage of the Service is an implied admission that your action is tantamount to action on grounds of privacy, as disclosing the matter yourself.

12.7 We do not warrant any item of Devices and/or Dhiraagu Equipment in any manner; except where applicable, we may transfer to you the benefit of a third party warranty provided by a supplier, to the extent informed to you by us in writing. We will retain the authority to exercise your rights thereunder until the discontinuation of the Service. We may provide you the manufacturer's user manual for the equipment or device if provided by the manufacturer. You acknowledge that any applicable warranties may be limited in terms of coverage. The express warranty and undertaking given above is the only warranty given by us and shall be our entire liability including liability for negligence in respect of any Devices and/or Dhiraagu Equipment.

12.8 We will endeavour to ensure that all technical information, particulars, performance specifications and performance descriptions of any equipment or device provided by us are as accurate as possible, but these are not to be treated as binding or as forming part of this or any other agreement between us.

12.9 We make no express or implied warranties, representations, or endorsements for any third party goods, services, content, or viruses that you might access by using our Services, including the content on the internet. You understand that as we do not operate or control the internet, and you are solely responsible for your use of the internet, including any transactions with third parties. We are not a party to nor will we in any way be

responsible for any transaction concerning third party goods and services.

13 CHANGES TO OUR SERVICES

- 13.1 We will endeavour to maintain consistency in our Services. However, we may from time to time be required to modify, suspend, or withdraw any Service including any part or feature, due to matters outside our control or for administrative, commercial or technical reasons. If such change is within our control, we will endeavour to give you reasonable notice of such change. Such changes may include without limitation, changes to our Charges, Prices and payment terms. If you do not agree to any such change, you may terminate this Agreement under clause 21.
- 13.2 We reserve the right to discontinue or adjust Service Packages from time to time. Subject to such change being within our control, you acknowledge and agree that:
- 13.2.1 if in our view any modification, increases the value of your Service Package without any increase to the Charge, we may implement such changes by giving you at least one (1) day prior Notice;
- 13.2.2 if any modification decreases the value of your Service Package or increases the Charge to you, we may do so by giving you one (1) months' prior Notice; and
- 13.2.3 if we decide to discontinue your Service Package, we may give you one (1) months' prior Notice to change to a new Service Package. If you do not change your Service Package within the notice period, we may change your Service Package to the next best comparable package, as determined by us. You understand that such change may either increase the Charge to you or decrease the value of the Service Package.
- 13.3 You understand and agree that: (i) we may give a Notice in any manner described in clause 24.5, and includes but is not limited to the publication of such Notice on our website; (ii) if you object to any such change you must terminate this Agreement in accordance with clause 21 before the expiration of the respective notice period; and (iii) your continued use of the Service after any modification or migration will be evidence of your acceptance of such change.

14 SPENDING LIMIT

- 14.1 We reserve the right to impose spending limits on your Services based on your usage, spending and/or bill settlement habits, as we deem reasonable. We advise you to regularly check and manage your usage to avoid bill shock.
- 14.2 Once you reach your spending limit, we may at our discretion restrict and/or suspend our Services to you including but not limited to bar you from making any further calls or receiving data, restricting your ability to procure further Services, until we have received payment in respect of all outstanding charges, irrespective of whether the charges have been billed or are due.
- 14.3 You may exceed your spending limit in certain circumstances, as our restrictions on your spending limit may not be imposed on:

- 14.3.1 roaming services, as we receive call and service details from third party operators within one (1) to thirty (30) days from the date the service is used. We advise customers to visit our website to find out about current Charges for roaming services. To avoid unexpected Charges, we caution you to turn off roaming services on your mobile device when travelling abroad unless you intend to use the service; and
- 14.3.2 data charges, as such Charges are billed after the conclusion of a session and therefore such Charges may exceed your spending limit.
- 14.4 You may request to alter your spending limit. Any such request will be subject to review and acceptance by us. We will endeavour to provide you with a response within five (5) Working Days of receiving your enquiry.
- 14.5 We reserve the right to change your spending limit as we see reasonable. We will not be liable for any loss you may suffer due to restrictions imposed by us once you reach your spending limit.
- 14.6 A spending limit does not relieve you from your obligations to pay amounts or Charges for services exceeding that limit which are due and payable, nor does it constitute a waiver of our right to suspend, disconnect, or terminate the Service due to non-payment of any sums due or payable.

15 DATA ROLLOVER

- 15.1 If Data Rollover feature is available for your Service Package, unless stated otherwise under specific terms, unused core data at the end of each month, will be carried forward or "rolled over" to the next month ("**Rolled Over Data**"), subject to the terms below:
- 15.1.1 Rolled Over Data will only be carried forward once and will only be valid for one (1) month. At the end of the month, the Rolled Over Data will expire whether or not used. For the avoidance of doubt, Rolled Over Data from the previous month will expire and will not be included for Data Rollover of the then-current month.
- 15.1.2 If you receive Rolled Over Data, this Rolled Over Data will be consumed first and data available from your main Service Package can only be used when the Rolled Over Data has been exhausted.
- 15.2 Promotional data and data from boosters will not be eligible for Data Rollover. Rolled Over Data may not be combined with any other service or offer.
- 15.3 If you request for an upgrade, downgrade or ownership change to your Service, or if your Service is suspended for more than thirty (30) days, you understand and agree that we may withdraw any existing Rolled Over Data for the respective Service and any such data will be forfeited.
- 15.4 Any Rolled Over Data, whether existing or forfeited, is not transferable, refundable, or redeemable for cash or otherwise, nor is interest payable on any such data.

16 DEPOSITS AND CREDIT REFERENCING

- 16.1 Upon application, you may be required to pay a deposit as security for any Services, Devices and/or Dhiraagu Equipment

or against non-payment of bills. A deposit paid by you for one Service may be held as a deposit for additional Services provided to you under this Agreement or any other agreement you have with us.

16.2 We reserve the right to carry out a credit check on you at any time before or during this Agreement, subject to which we may require you to pay a further deposit as is reasonable in the circumstances.

16.3 The amount of the deposit will be determined by us and you must pay the deposit within the period prescribed by us. No interest will be payable on your deposit.

16.4 A deposit does not relieve you from your obligations to pay any amounts or Charges which are due and payable, nor does it constitute a waiver of our right to suspend, disconnect, or terminate any Service subject to the terms of this Agreement.

16.5 Within forty-five (45) days from the date of termination of a Service (for which you were required to pay a deposit as security), we shall return (without interest) the balance of any deposits paid by you, less any outstanding charges or any loss or damages suffered or sustained by us as a result of any non-performance or non-observance on your part of any provisions of this Agreement or any of your other Accounts with us.

17 CHARGES FOR PRE-PAID SERVICE

17.1 You must pre-pay for any pre-paid Services by activating and recharging your Account. You may request to recharge your Account via pre-paid cards, electronic recharge systems, through our website, mobile applications or any other mechanism provided by us. Your request to recharge will be subject to our acceptance, validated by crediting your Account with the amount requested.

17.2 You must have sufficient Credit on your Account to be able to use our pre-paid Services. Each time a chargeable pre-paid Service is used, the Credits on your Account will be reduced per our Charges and/or any applicable promotional rates.

17.3 If you subscribe to a prepaid Service which incurs recurring Charges such Charges shall be deducted from the Credits on your Account at the renewal date for each subscription. If you do not have sufficient Credit such subscription may be cancelled.

17.4 If you purchase more than one package which gives you Credit for the same pre-paid Service, you may be restricted from using one or more packages until you have used all Credit received from the last package you purchased. Notwithstanding any such restrictions, Call and Data Credits with a prescribed validity period will expire upon termination of that period, irrespective of whether such Credit have been used.

17.5 If our Charges including Usage Charges are not deducted in real-time for a pre-paid Service, we will deduct such Charges when we become aware of such Charges.

17.6 Irrespective of whether your Account has Credit left in it, upon expiration of the Validity Period, your use of the Service may be restricted until you recharge your Account. If you do not recharge your Account within one hundred and eighty (180) days from the expiration date of your Validity Period your

Account may be terminated upon which, any unused Credit in your Account will expire.

17.7 You acknowledge and agree that: (i) the periods set out in clause 17.6 are subject to change through directives issued by our regulators which we may publish from time to time; (ii) an online transfer of Credit to your Account may not extend your Validity Period; and (iii) any Credit on your Account is not refundable or redeemable for cash or otherwise, nor is interest payable on any such Credit.

18 CHARGES AND BILLING

18.1 Subject to compliance with the applicable legislation, we may determine and impose charges. We reserve the right to vary or revise any or all Charges and payment terms from time to time. You will be charged in respect of the Services that you have applied for, subscribed to, or used. Charges are set out in:

18.1.1 quotations provided by us, during the period of its validity;

18.1.2 our Prices; and/or

18.1.3 where the rate or price of the Service is not set out in any of the above, at such Charges quoted by us upon request.

18.2 You should pay the applicable Charges for the Services, irrespective of whether or not you use the Service, or someone else does. Such Charges include but are not limited to Installation Charges, Special Installation Charges, Subscription Fees, Usage Charges and the Charges for premium Services. You will not be entitled to a refund or rollover of any unused data or service credits remaining at the end of the month unless stated otherwise under specific terms applicable for a Service.

18.3 Your monthly billed amount may be delivered or made available to you through any digital means determined by us, including but not limited to: (i) your account on our official mobile applications; (ii) your online Dhiraagu account; and/or (iii) delivered to the email address provided by you. If you do not wish to receive your Bill via email you must give us a Notice or inform us through your online account. We may at our discretion accept your request to deliver your Bill to your billing address which may be at an additional Charge to you. If you have not received a detailed Bill for any reason, we will provide you with the detailed Bill upon request.

18.4 Failure to receive a Bill does not relieve you of the responsibility to pay the amounts due. If you do not receive a Bill, you should contact us within a period of one (1) month from the Due Date. If no such enquiry has been made to us, it shall be deemed that the Bill was properly delivered to you.

18.5 We may at our discretion agree to allow you to pay your Bill by direct debit or credit card. If you have agreed to pay your Bill by direct debit or credit card, you authorise us to alter your variable direct debit or credit card instruction in accordance with the Charges applicable to your Services. We will notify your bank or card issuer of the amounts due. We will not be liable for your responsibility to ensure that your bank or card issuer has received such instructions by us for each billing cycle, and/or the failure of your bank or card issuer to pay us any amounts due.

- 18.6 Subject to clause 19, you shall promptly pay us all Charges, Bills and any other sums due or payable to us with respect to any of the Services by the Due Date in accordance with the payment terms and without any set-off, counterclaim, deduction or withholding whatsoever.
- 18.7 If you fail to make a payment to us by the Due Date, we reserve the right to:
- 18.7.1 charge interest on overdue amounts from the Due Date, until receipt of payment or termination of Service, whichever comes first. Interest may be charged at a rate not exceeding 1% per month and in any event, shall not exceed 20% of the total overdue amount.; and/or
- 18.7.2 impose on you all costs and/or expenses, including attorney's fees and expenses, incurred directly or indirectly in the collection of any amount which you owe us under this Agreement.
- 18.8 If your Charges, including Usage Charges, are not charged in real-time, we reserve the right to charge such amounts to your Account later or in any subsequent Bills.
- 18.9 You shall bear and pay all properly payable Taxes. If you are required under Maldivian legislation or the law of any jurisdiction outside the Maldives to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to us, you shall make such deduction or withholding as required and the amount payable to us shall be increased by any such amount necessary to ensure that we receive a net amount equal to the amount which we would have received in the absence of any such deduction or withholding.

19 DISPUTE

- 19.1 You should make sure that your Bill is correct. If you believe that you have been billed incorrectly and dispute any Bill or any part of it, in consideration of the terms of this Agreement, you should log a dispute with us within one (1) month from the date of the relevant Bill. A dispute will be deemed registered once we acknowledge the dispute in writing or when we confirm the registration of your dispute by a dispute registration number.
- 19.2 Where an item in a Bill is in dispute, you must pay any undisputed amounts before the Due Date. If you fail to pay the undisputed amounts by the Due Date, we reserve the right to suspend or terminate your Services in accordance with the terms of this Agreement.
- 19.3 Once you log a dispute we will endeavour to review and provide you with a response within fifteen (15) Working Days. If we are satisfied with our investigation as to the error or inaccuracy raised by your dispute, we will credit any overpayment by you, without interest.
- 19.4 If your dispute is regarding your usage and Charges, our decision will be based on your usage records in our System (and those of any third party operators where applicable) and shall be final and binding.
- 19.5 We may at our discretion, accept a dispute logged after one (1) month. You may be charged a reasonable fee for carrying out such investigations.

20 SUSPENSION OF SERVICES

- 20.1 We reserve the right to promptly suspend or restrict your use of our Services if:
- 20.1.1 you fail to make payment of our Charges for Services, Device and/or Dhiraagu Equipment by the Due Date for any Account under your name; or in case of a pre-paid Service, if you fail to activate your number within thirty (30) days from the Effective Date, when the Credit on your Account reaches zero (0) or you fail to recharge your Account within the applicable Validity Period;
- 20.1.2 you fail to pay any deposit when requested by us;
- 20.1.3 you fail to satisfy us as to your creditworthiness at any point in time;
- 20.1.4 we need to carry out repairs, maintenance, or improvements to any part of our System;
- 20.1.5 we believe that devices or equipment used in connection with Services poses a danger to persons or property or interferes with any Services or our Network;
- 20.1.6 we believe that Services are being used fraudulently or in a manner prohibited by clause 10 or any other term of this Agreement;
- 20.1.7 there is an emergency or to provide or safeguard services;
- 20.1.8 we are entitled to terminate this Agreement; and/or
- 20.1.9 we are required to do so by any lawful authority.
- 20.2 We may at our discretion restrict, suspend, or terminate your use of the Service if we discover that you have a substantial outstanding balance with us from any other Account.
- 20.3 Where we suspend Services because of your breach of this Agreement, we may not restore Services unless we are satisfied that there will be no repetition of the circumstances giving rise to the suspension. In the case of non-payment by you of any of our Charges we may not restore Services until you have paid us all outstanding Charges, and a re-connection fee will be billed to you. We reserve the right to ask for further deposits to secure your future liabilities.
- 20.4 You are liable to pay us for all Charges billed up to the date of suspension or disconnection unless we decide otherwise.
- 20.5 Nothing in this clause 20 shall prejudice or affect any of our rights to suspend any Service, conferred by any specific terms.

21 TERMINATION OF SERVICES

- 21.1 You may terminate this Agreement prior to the Service Start Date by giving us a Notice through any digital means accepted by us for the specific Service or by submitting a written termination request in person to one of our outlets. We may charge you our reasonable expenses for any work that we carried out prior to receiving your Notice.
- 21.2 After the Service Start Date, subject to clause 21.3, you may terminate this Agreement by giving us a Notice or request provided that you fulfil the relevant obligations listed in clause 21.8.
- 21.3 We may from time to time have certain promotions or packages which will require you to have the Service for a specified length of time. If you agree to participate in such promotions or subscribe to such packages you will not be able to terminate the

Agreement on notice until the expiration of such commitment period. Furthermore, should you terminate such an agreement you shall be liable to pay us either: (i) for any Charges for the remaining period; or (ii) the difference between the standard monthly Charges and the discounted monthly price multiplied by the number of months the Service was in actual use; or (iii) the price of any free or discounted device, equipment or service provided under the promotion or package.

21.4 We may terminate any Service at any time by giving not less than fourteen (14) days written Notice stating our reasons for the termination of the Services, provided that nothing herein prejudices or affect any of our rights to suspend or terminate any Service conferred by any relevant specific terms.

21.5 Notwithstanding anything to the contrary herein, we may terminate this Agreement with immediate effect if:

21.5.1 you break or continue to break your obligations under this Agreement;

21.5.2 you fail to remedy a minor breach(es) which are capable of remedy, within seven (7) days of Notice;

21.5.3 Services have been suspended pursuant to clause 20, for a period of more than sixty (60) days;

21.5.4 our ability to provide services to you is restricted by, or if it conflicts or otherwise contradicts with a contractual obligation we have with a third party;

21.5.5 in case of a pre-paid Service, you fail to recharge your Account prior to the expiry of the applicable grace period;

21.5.6 you become bankrupt or insolvent;

21.5.7 you die or lack mental capacity necessary to enter into a legal agreement;

21.5.8 where in the opinion of any relevant regulatory authority or law enforcement body, it is not in the public interest to continue providing Services to you for any reason whatsoever;

21.5.9 our license expires or is revoked; and/or

21.5.10 anything beyond our control prevents us from providing the Service for a period of more than sixty (60) days.

21.6 Should we decide to exercise our right to suspend any Service subject to clause 20, we reserve the right to subsequently terminate this Agreement.

21.7 Nothing in this clause 21 shall prejudice or affect any of our rights to terminate any other agreement or commitment with you provided under any specific terms.

21.8 Upon termination:

21.8.1 you shall immediately pay all sums due or accruing due or payable to us with respect to that Service, Device and/or Dhiraagu Equipment up to the date of termination, including any early termination fee if applicable;

21.8.2 we may, at our discretion, transfer any outstanding balance to another active service or Account associated with your name;

21.8.3 you shall immediately return to us all Dhiraagu Equipment used in relation to that Service in good working condition (fair wear and tear is the only exception); and

21.8.4 we shall be entitled to charge you the cost incurred by us in repossessing or replacing any Dhiraagu Equipment which

you have failed to return to us, and/or of acquiring a replacement of any Dhiraagu Equipment which is returned to us in a damaged or defective condition.

22 RIGHT TO DISCLOSE INFORMATION

22.1 Subject to clause 11.6 and this clause 22, we shall not disclose your Personal Information unless such disclosure is permitted or required by legislation or through a court order.

22.2 Unless expressly prohibited by legislation, you authorise us to collect, retain, use and disclose your Personal Information, to any of our associated companies, partners, agents or Contractors, 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, in order to manage your Account and provide Services, credit control purposes, or to enable fraud and crime prevention or detection.

22.3 As part of our sales and marketing activities we may directly or through our affiliates write to you to give you details of our other products or services. We may also disclose your Personal Information to third parties to survey our customers' opinions and behaviour in using our services. You agree to the use of your Personal Information in accordance with the terms herein. If you do not wish us to use your data for these purposes you must notify us in writing.

22.4 You shall not and shall procure that your agents, employees or representatives do not use (other than to utilise the Service) or disclose to any person any information relating to us or any Service or Dhiraagu Equipment which you obtain from us or our contractors in connection with the provision of any Service. This clause will not apply to information which is or has become publicly available, unless such information becomes publicly available due to a breach of any of your obligations herein.

23 LIABILITIES

23.1 We accept liability for our failure to perform our obligations as provided in this Agreement. However, our liability is limited as set out in this clause 23. We do not exclude or restrict our liability for death or personal injury caused by our direct negligence or for any liabilities which cannot be excluded by law.

23.2 We shall not have any liability to you in respect of your use of the Services, Dhiraagu Equipment, Devices and/or Customer Devices which are not in accordance with our instructions or terms of this Agreement or any liability which is expressly excluded in any other provision of this Agreement.

23.3 Subject always to clause 23.1, we shall not be liable to you, whether in contract, tort or otherwise arising out of this Agreement for:

23.3.1 any loss of profits, revenue, anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill; and/or

23.3.2 any indirect or consequential loss of whatever nature, whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties.

- 23.4 In the event that we shall be liable to you in contract, tort, under statute or otherwise, our aggregate liability is limited to the lesser of the total charges for the Service provided during the month in which such liability arises or the sum of Fifteen Thousand Maldivian Rufiyaa (MVR15,000), for any event or related series of events.
- 23.5 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 Services, Dhiraagu Equipment, Devices and/or Customer Devices (or anyone using such devices, equipment or Services with or without your permission), which are brought or threatened against us by a third party where you or anyone using the Service, Dhiraagu Equipment, and/or Devices is at fault or due to a Customer Device.
- 23.6 Subject always to clause 23.1, we exclude all liability for; (i) any loss of your data however caused, including without limitation as a result of any interruption, suspension, termination or non-delivery of the Services; and/or (ii) any loss or damage that you may suffer resulting from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, corrupted files or viruses, delays in operation, or transmission, or any failure of performance.
- 23.7 Each provision in this clause 23 operates separately. If any provision is found by a court to be unreasonable or inapplicable, the other provisions shall continue to apply.
- 24.3 We reserve the right to amend, change and vary the terms of this Agreement at any time at our discretion subject to seven (7) days' prior Notice as per clause 24.5. You agree that your continued use of the Services after such change, shall be evidence of your acceptance and intent to be bound by the amended terms. If you do not agree to the amended terms, you shall terminate this Agreement in accordance with clause 21.
- 24.4 Any Notice from you to us concerning this Agreement shall be sent by: (i) email to 123@dhiraagu.com.mv; or (ii) post to Dhivehi Raajjeyge Gulhun Plc, Dhiraagu Head Office, Ameenee Magu, P.O. Box 2082, Male', Republic of Maldives.
- 24.5 Any Notice from us to you concerning this Agreement may be sent by: (i) post, email or facsimile to the address or number provided by you in any application for Service with us, unless you inform us of any changes to such information; (ii) through notice on your online Dhiraagu account; and/or (iii) except for termination notice, by giving appropriate notification through our website, our official social media accounts, text messages, through a notification provided to any of your official accounts with us, in your Bill, an official public notice by us through any medium, or in any other manner selected by us.
- 24.6 A Notice shall be deemed delivered and effective: (i) after ten (10) days from the date of dispatch of post if sent by post; and (ii) twenty-four (24) hours after transmission or publication for Notices served through any other medium stated under clause 24.5. We will not be liable if you do not receive a Notice, due to

24 CHANGE REQUESTS, AMENDMENTS AND NOTICES

- 24.1 You may request: (i) changes to your Services, including upgrades and downgrades; or (ii) request to update your contact information or other details previously provided to us, by requesting such changes in person at our local offices, by telephone, through any digital means accepted by us or by way of Notice as set out in clause 24.5. Such requests will be deemed received by us, once we give a written acknowledgement that we have received your request or if we have acted upon your request. We may act on your requests or requests purporting to be from you where we are of the view that such instructions are properly authorised and may decline to act if we doubt that such instructions are properly authorised. Notwithstanding the above, you agree to indemnify and hold us harmless from and against any loss arising out of any actions we take under such instructions. Changes to Services may be subject to additional charges imposed at our discretion and/or minimum period before a further change in the same Service may be implemented. Notwithstanding the above, any changes to these terms or any terms which are specific to you, shall be in writing and signed between the parties hereto.
- 24.2 This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements, understandings and representations, and can be modified only in writing by the parties or as set out in clause 24.3. It is our intention that all the terms of the Agreement between us shall be in writing and you should ask for any variations or special terms to be recorded in writing. your failure to update any changes to the information provided to us or any other reason beyond our control.

25 GENERAL

- 25.1 Neither party shall acquire a right or interest in the other's name, trademark, tradenames or other proprietary identifying symbols. You shall not use our Intellectual Property or permit any person to use any of our Intellectual Property.
- 25.2 We shall not be liable to you if the performance of any of our obligations contained in this Agreement is delayed or prevented by matters outside our reasonable control. Such matters include, but are not limited to, disruption of any domestic or international lines or cables or facilities of third parties, fire, lightning, acts of god, man-made or natural catastrophes, epidemics, pandemics, severe weather conditions, explosions, failure of power supply, industrial disputes, civil or military disorders, strikes or riots, war or acts of terrorism or vandalism and actions or omissions of third parties who we are not responsible for including other telecommunication providers, local or national government and any other competent authority.
- 25.3 You may not transfer or attempt to transfer or assign any of your rights and/or responsibilities under this Agreement without our prior written approval. We may transfer any of our rights without your permission, provided the level of service

you receive at the time of such transfer is not reduced as a result.

- 25.4 Your telephone calls and any other medium of communication with us may be monitored or recorded for the provision of services to you and quality control purposes. We are not liable for any lack of privacy which may be experienced regarding such communications.
- 25.5 For your own protection, you must keep confidential the electronic serial number and any lock codes associated with your Customer Devices, your voice mail access number and any other password, personal identification or security codes associated with our Services. You shall be solely responsible for all Charges made to your Account, and for any loss and damage which you suffer if you fail to comply with this clause.
- 25.6 The parties are independent contracting parties, and this Agreement shall not constitute the parties as principal and agent, partners, joint ventures, or employer and employee.
- 25.7 If one or more of the provisions herein is for any reason held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provisions legal and enforceable; provided, however, and that this Agreement as revised is consistent with the parties' original intent.
- 25.8 Either party's failure to insist upon strict performance of the terms of this Agreement or to exercise any rights or remedies hereunder shall not waive any of its rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.
- 25.9 This Agreement is subject to and construed in accordance with the laws of the Republic of Maldives and the parties hereby submit to the exclusive jurisdiction of the superior courts of the Republic of Maldives with respect to all claims and disputes between the parties relating to or arising from this Agreement. Notwithstanding the above, subject to the Parties mutual consent, such claims or disputes may be referred to and finally resolved by arbitration administered by the Maldives International Arbitration Centre ("MIAC") in accordance with MIAC's Rules of Arbitration in force at the time.
- 25.10 The Parties hereby agree that any claims against the other will be made in their own individual capacity and not as a representative or class action, and any rights to such actions are hereby waived.
- 25.11 This Agreement may be translated into Dhivehi, but in the event of any inconsistency or uncertainty arising therefrom, this English version shall prevail over any other version.