

This Agreement sets out the duties and responsibilities of DHIRAAGU and the Customer for the provision and use of the Dhiraagu Play Services. The Customer is deemed to have accepted these Service Specific Terms and Conditions when they submit the Application Form for the Service.

## 1. DEFINITIONS

### 1.1. In this Agreement:

**"Agreement"** means the Service Specific Terms and Conditions contained herein, including the DHIRAAGU General Terms and Conditions for the Provision of Telecommunication Services which may be found on our website [www.dhiraagu.com.mv](http://www.dhiraagu.com.mv); which shall apply to the Services in addition to the specific terms contained herein, except to the extent, if any, expressly excluded in these Service Specific Terms and Conditions, Application Form and any additional or varied terms and conditions as DHIRAAGU may notify the Customer from time to time;

**"Application Form"** means the application request submitted through a website which is governed by these Terms and Conditions, and which the Customer has signed to receive the requested Service;

**"Bill"** means a bill sent to you by DHIRAAGU in accordance with clause 4;

**"Customer"** means the subscriber to the Service, including person(s) 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 charges payable by the Customer in return for the use of the Service, as set out in clause 4;

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

**"GST"** means goods and services tax chargeable under the Goods and Service Tax Act 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;

**"Service"** means Dhiraagu Play Service;

**"Package"** means package applicable to the Service 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;

**"Service Commencement Date"** means the date on which you have subscribed for the Package;

**"Subscription Period"** means a period of thirty (30) days from the Service Commencement Date;

**"Terms and Conditions"** means the terms and conditions set out herein;

**"Third Party Content"** means audio, video, data and other media over which DHIRAAGU exercises no editorial or programming control;

**"you"** and **"your"** means (i) the Customer who orders the Service and (ii) belonging to the Customer, as the case may be and as the context so requires.

**"we"** or **"us"** means "DHIRAAGU" and **"our"** has a corresponding meaning.

### 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. SERVICE PROVISION AND PRE-REQUISITES

2.1. We shall provide the Service subject to these Terms and Conditions in accordance with the Package selected by you.

2.2. You must be at least 18 years of age to assume the responsibilities of this Agreement. Minors may use the Service only if one of their parents or legal guardians assume the responsibilities of this Agreement and thereby assume full responsibility for their use of the Service.

2.3. You must have an active Dhiraagu Prepaid or Postpaid Service at the time of subscription to the Package.

2.4. You can access to the Service through a maximum of three (3) devices.

2.5. To use the Service, you must have (i) internet access, (ii) Dhiraagu play application downloaded in your device, and (iii) an active subscription to the Package.

2.6. Your username and password are confidential information and should not be disclosed to any third-party. You shall be responsible for the actions, omissions or default of any person using the Service on your behalf. You shall be solely responsible and liable for any loss incurred due to any unauthorised use of your account and we will not be liable for any misuse of the Service and/or its content.

## 3. TERM

3.1. The term of this Agreement shall commence on Service Commencement Date and continue unless: (a) otherwise terminated by either Party under clause 9; or (b) if you are using a DHIRAAGU Prepaid Service and you have insufficient funds in your core balance for us to deduct the applicable Charges for any subsequent Subscription Period.

## 4. CHARGES AND PAYMENT

4.1. We may from time to time provide Package and/or Service to you as part of a promotion, trial or test service(s). If so, we reserve the right to withdraw such promotion, trial or test service at any time without notice and without any liability to you, unless otherwise stated in the terms of that that promotion, trial or test service(s).

4.2. If you are using a DHIRAAGU Prepaid Service, the Charges will be deducted from your core balance in advance at the time of subscription for each Subscription Period. If you are using a DHIRAAGU Postpaid Service, we will include the Charges in your monthly Bill. The Charges are payable by you by the due date on the Bill. You must pay the Bill in full without any set-off, deduction or withholdings whatsoever. If a payment becomes overdue, we may suspend or terminate the Service pursuant to Clause 9.

4.3. Details of the Charges are available on our website. We reserve the right to make changes to the Charges, such changes to be notified on our website one (1) day prior to implementation unless otherwise notified by us.

4.4. Should you wish to reactivate your subscription following cancellation or termination, you may be charged a reactivation fee.

4.5. If you are subscribing under a promotional subscription fee, additional restrictions may apply in accordance with the terms of that promotion.

4.6. The Charges do not include any services, features or functionality other than the applicable Package fee.

4.7. 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: (i) transfer the unpaid invoiced amount to the account of any other service(s) provided to you by us, and you will be liable to pay all charges on any invoice issued by us for such service(s) by the due date; and (b) deduct the unpaid invoiced amount from any payment or credit due to you by us under this Agreement or any other agreement for services(s) provided by us to you. The rights in this clause are in addition to any other rights that we have under these Terms and Conditions, including the right to suspend or terminate the Service in accordance with clause 9.

## 5. PROVISION OF INFORMATION TO DHIRAAGU

5.1. You will provide true, accurate, complete and up-to-date information to us as requested on the Application Form, including but not limited to your name, address and date of birth, and upon any subsequent reasonable request made by us from time to time.

5.2. You will promptly notify us of any changes in the information provided under clause 5.1 above.

5.3. We reserve the right to terminate the Service if you give us inaccurate or incomplete information, we respect the privacy of your personal data and will not disclose any of your personal data except as stated in clause 13.

## 6. CHANGES TO THE SERVICE

6.1. We may at our discretion and from time to time change, add, or remove features and functionality of the Service without notice. If you are dissatisfied with any such changes to the Service, you may immediately cancel your use of the Service in accordance with the procedure set out in clause 9 below.

6.2. We reserve the right to discontinue one, some, or all the features of the Service you receive at any time based on territory rights or any other reason. We shall take reasonable steps to replace the channel and/or content with a channel and/or content of the similar genre and in any such event we shall ensure the total number of channels remains the same and the value of the Package shall not change.

6.3. We may at our discretion discontinue the provision of software updates to certain features depending on compliance. This means that whilst certain Services may receive continued software updates and functionality, we are not required to provide such updates to your Service.

6.4. The level of service we provide may not be the same for every customer; as some Service may support different features and functionality. We are under no obligation to provide all features and functionality to your Service. The Service is not available outside of the Republic of Maldives.

## 7. COPYRIGHT

7.1. Third Party Content is protected by copyright law and other applicable laws.

7.2. Programming is not under our control; certain providers may restrict or limit the ability to display, view or transfer particular programmes by using a variety of copy protection mechanisms and content providers may restrict or revoke access to their content at any time.

7.3. We are not responsible for and has no editorial control over any Third Party Content and We have no control over the distribution of such content. We accept no liability in relation to any Third Party Content.

7.4. You must not copy, distribute copies, show in public, rebroadcast or relay any part of the programs provided to you as part of the Service. You may only use the Service for private use, and it must not be accessible by the general public or in a communal viewing area such as lounges and waiting areas.

7.5. In the event that you are identified as the source of any illegal copying or being used for reception of programming which is not authorised to you under the Service, We reserve the right to without notice, to (i) suspend and/or terminate this Agreement, (ii) provide your details to any owner/licensor of copyright in the illegally copied program for the purpose of prosecution of such an offence and (iii) initiate legal action against you.

7.6. We may disable or alter some functions of the Service to prevent any infringing acts.

7.7. Any breaches of this clause 7 may infringe the copyright of third parties and you will be responsible for any claims made against us for losses suffered as a result of actual or claimed copyright infringement committed by you or any other person using the Service any such losses suffered.

## 8. ADVERTISING AND PROMOTION

8.1. The Service is supported and sponsored by commercial advertising, we reserve the right to send content (including advertising and promotional material) as part of Service.

## 9. TERMINATION OF SERVICE

- 9.1. We may in our sole discretion elect to terminate this Agreement either wholly or partially, or suspend the provision of Services until further notice, on notifying you to that effect in writing, in the event that:
- 9.1.1. you fail to make payment of any amount due to us under this Agreement and such amount remains unpaid for ten (10) business days after you receive notice from us of such non-payment;
  - 9.1.2. any permit, license or consent which we may require in order to carry out our obligations under this Agreement is refused, withdrawn, suspended, or terminated. Should this occur we will give you such notice as is reasonably practicable in the circumstances then prevailing;
  - 9.1.3. the relevant government authorities within the Republic of Maldives or elsewhere require us to suspend the Service for whatever reason; or
  - 9.1.4. you have breached any provision in this Agreement, fails to comply with any reasonable instructions relating to the Service, misuse the Service, and/or use the Service in such a manner as to infringe upon the Intellectual Property Rights of us or any third party.
- 9.2. We may terminate this Service without cause by giving one month's prior notice to you.
- 9.3. We may also suspend the Service with immediate effect where it is necessary in order to carry out any maintenance or repair to the Service.
- 9.4. Should we decide to exercise our right to suspend the Agreement, we reserve the right to subsequently terminate this Agreement as it relates to the event in question which led to the suspension.
- 9.5. 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.
- 9.6. Upon termination, we will send you a Bill for all monthly Charges which are due, and which have not yet been billed by us prior to termination of the Service. This Bill will include any Charges which are outstanding up to the date of termination and you shall be liable to pay us such Charges. If you have paid a monthly Charge in advance of the date of termination you will not receive a refund in respect of any unexpired part of the relevant month for which you have paid. You agree to pay this Bill on or before the date upon which payment is required.
- 9.7. We may, at our sole discretion, reinstate the Service if it is satisfied that you have rectified any breach of this Agreement or the reason for the initial suspension of the Service no longer applies.
- 9.8. Cancellation before expiry of the subscription period is not permitted for you and will not be entitled to a refund.
- 9.9. None of the rights which either we or you have accrued as a result of these Terms and Conditions prior to the date of termination shall be lost or otherwise affected following termination.
- 10. LIABILITY AND INDEMNITY**
- 10.1. We shall not be liable for failure to provide the Service caused by events outside our reasonable control.
- 10.2. We do not in any way exclude or limit our liability: (i) for death or personal injury resulting from the negligence of us or our directors, officers, employees, contractors or agents; or (ii) in respect of fraud or any fraudulent statements made by us or our directors, officers, employees, contractors or agents.
- 10.3. Subject always to clause 10.2, we shall not have any liability to you in respect of your use of the Service which is not in accordance with these Terms and Conditions.
- 10.4. Subject always to clause 10.2, we shall not be liable to you, whether in contract, tort or otherwise arising out of this contract for: (i) any loss of profits, revenue, anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill; or (ii) any indirect or consequential loss of whatever nature, which could be described as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of the commencement of the Service.
- 10.5. If we shall be liable to you in contract, tort, under statute or otherwise, our liability shall be limited to the equivalent cost of three (3) month's Charges for any event or related series of events.
- 10.6. You agree to indemnify, defend and hold us harmless absolutely from and against all costs, losses, claims, damages and expenses (including without limitation any legal costs) of any kind whatsoever, whether foreseeable or not, that may be suffered by us as a result of your use of the Service (or anyone using the Service with your permission), which are brought or threatened against us by a third party where you are at fault. You will reimburse us for all legal and other expenses including costs and fees of attorneys, collection agencies and other professional advisors, incurred in connection with the investigating, defending or settling of any such loss, expense, claim, damage, liability, action or proceeding whether or not in connection with pending or threatened litigation in which we are a party. This indemnity will survive the termination of this Agreement.
- 11. TITLE TO SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS**
- 11.1. We retain title to and ownership of all the software for the Service and certain Intellectual Property Rights in the Service and nothing in these Terms and Conditions shall operate as a transfer or license to you of the same. You agree not to do anything to limit, interfere with, or otherwise jeopardise in any manner such rights, title and interest.
- 11.2. we also retain ownership of all our Intellectual Property Rights. In the case of third party software delivered by us to the Service, the applicable third party retains title to and ownership of its software, copyrights and trademarks.
- 11.3. Any attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, reproduce, copy, distribute or use for other purposes either the Service or its software is strictly prohibited.
- 12. WARRANTIES AND DISCLAIMER**
- 12.1. We will use commercially reasonable efforts to provide the Services to you.
- 12.2. We will perform our obligations under this Agreement with reasonable care and skill in accordance with best practice and with that degree of skill, care and diligence exercised by skilled and experienced companies in the telecommunications industry.
- 12.3. No advice, representations or information given by our employees, agents or contractors shall create a warranty unless expressly set out in this Agreement.
- 12.4. We cannot guarantee that the Service will be free from faults and interruptions which arise from factors which are outside our control, whether as a result of network performance, third party interference or otherwise. You accept that you may not be able to receive the Service where certain technical restrictions arise, although we shall use reasonable endeavors to keep any disruption to the provision of the Service in such circumstances to a minimum.
- 12.5. You understand and agree that the Service is provided on an "as is" and "as available" basis. We make no warranty that our Service will meet your requirements, allow you to record, view or transfer any particular programming or that use of the Service will be uninterrupted, timely, secure, or error-free, nor do we make any warranty as to the accuracy or reliability of any information which is obtained through the Service (including third party content).
- 12.6. We do not warrant that data and content provided through the Service will be free of viruses or other harmful components. We shall not be liable for any damages to, or viruses that may infect your and its software or any other hardware.
- 13. PROTECTION OF PERSONAL INFORMATION**
- 13.1. We may retain your personal data provided, pursuant to this clause or otherwise in accordance with these Terms and Conditions, and you acknowledge and authorise us to use such personal data in order to: (i) provide the Service; (ii) maintain a record for a reasonable period of time following termination of this Agreement and (iii) otherwise disclose or use such data in compliance with our legal obligations in respect of the same.
- 13.2. You acknowledge and expressly consent to us using your information for any lawful purpose including providing you with the Service, account management, billing, debt collection, credit assessments, directory purposes, market research, customer profiling, product and service development, marketing and customer care.
- 13.3. Your customer information may be retained for a reasonable period in a secure environment. You acknowledge that calls to our Contact Centre may be recorded for training and quality control purposes.
- 13.4. You acknowledge and expressly consent us disclosing your information to third parties (such as to our agents, credit agents and other carriers) for purposes including credit referencing, fraud detection and prevention, debt collection, investigating insurance claims, directory purposes, for any reason required by law and for any other lawful purpose.
- 13.5. 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 for any inaccuracy or lack of completeness of any information disclosed.
- 13.6. You agree that we may contact any person or reference provided by you to verify the accuracy of your account details. 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. RESOLVING DISPUTES AND COMPLAINTS**
- 14.1. If you have a complaint or dispute regarding our service you may avail of our formal complaints procedure by calling the DHIRAAGU Call Centre free of charge on 123 or by sending an email to: 123@dhiraagu.com.mv
- 14.2. We will acknowledge receipt of a formal complaint, respond within a stated period of time, deal with your complaint and take action if necessary. If you are not satisfied with the resolution of your complaint you may avail of the dispute resolution procedure. Further details are available on [www.dhiraagu.com.mv](http://www.dhiraagu.com.mv).
- 14.3. In the event of any dispute between the parties relating to the construction of this Agreement or the rights, duties and obligations of the parties or any other matter arising out of or concerning the same the parties shall use their best endeavours to settle the matter by conciliation and negotiation. Where this fails such disputes shall be referred to the superior courts of the Maldives.
- 15. CONFIDENTIALITY**
- 15.1. 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.

- 15.2 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.
- 15.3 Confidential Information does not include any information that:
- 15.3.1 is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of you; or
  - 15.3.2 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
  - 15.3.3 is required to be disclosed by law or by order of any competent court or government or regulatory agency.
- 15.4 At the expiry of this Agreement, you must return to us all Confidential Information in your possession.
- 16 MISCELLANEOUS PROVISIONS**
- 16.1 We reserve the right to amend these Terms and Conditions at any time. If we do make any amendments it will inform you of such changes either by posting the changes on our website at [www.dhiraagu.com.mv](http://www.dhiraagu.com.mv) or by other means as we see fit. You agree that your continued use of the Service after any amendments to the Terms and Conditions shall be evidence of your intention to be bound by the Terms and Conditions as amended in accordance with this clause 16.1.
- 16.2 This Agreement together with all documents which are referred to in the Terms and Conditions represent the entire agreement between us and you and they supersede all prior agreements between the parties.
- 16.3 The laws of the Republic of Maldives apply to this Agreement with respect to construction, validity and performance.
- 16.4 we will not be responsible for our failure to perform all or any of our duties arising under these Terms and Conditions where any event beyond our reasonable control occurs. Such events include but are not limited to acts of God, fire, earthquakes or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; ; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action; non-performance by suppliers or subcontractors or failure of third party telecommunications systems which impact upon our ability to provide the Service.
- 16.5 If any part of these Terms and Conditions becomes to any extent illegal, invalid or unenforceable, it shall to that extent be deemed to no longer form part of these Terms and Conditions. This will not affect the legality, validity or enforceability of any of the remaining Terms and Conditions 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 so as to bar the exercise or enforcement of such right or of 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 post or by fax to the, Dhivehi Raajjeyge Gulhun Plc at DHIRAAGU Head Office, Ameenee Magu, P.O Box 2082 and to you at address provide in the Application Form. Unless expressly agreed otherwise, any such notice shall be deemed to be served on the date delivered by hand, or if sent by fax the date on which a printed transmission report confirming receipt is received, or if sent by post, ten (10) days from the date of dispatch, whichever the case may be.