

Terms & Conditions – ‘Dhiraagu RBQuest’

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We Dhivehi Raajjeyge Gulhun Plc of with company number C-0024/1988 whose registered office is at Dhiraagu Head Office, Ameenee Magu, , P.O. Box 2082, Male’, Republic of Maldives (‘**Dhiraagu Dhiraagu**’) license you to use:

- Dhiraagu RBQuest mobile application software (**Dhiraagu RBQuest App**) and any updates or supplements to it; and
- the telecommunication services we provide to you through the RBQuest App and the content including all products, offers, value added services, as well as other additional related services we provide to you through it (**Dhiraagu RBQuest App**).

as permitted in these terms.

The use of the ‘Dhiraagu RBQuest’ is subject to the DHIRAAGU General Terms and Conditions for Provision of Telecommunication Services and the following (**Terms of Service**). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time.

HOW YOU MAY USE THE RBQUEST APP

The Dhiraagu RBQuest App is available to iPhones or Android devices as a free downloadable app from the Apple App Store or the Google Play Store.

Through the ‘Dhiraagu RBQuest’ you can play Augmented Reality mobile game and a Dhiraagu ‘Mamen App’ user can at times collect ‘Bonus data’ set amounts from the “Dhiraagu RBQuest’ game.

By signing up to a ‘Dhiraagu RBQuest’ you agree:

- to be on our network for at least a minimum of 30 days;
- that your mobile number or MSIDN will be uploaded to our servers for validation. The contacts are not stored nor shared with any third parties. We only use such data for transfer requests and in the log in module of the ‘Dhiraagu RBQuest’ App.

In return for your agreeing to comply with these terms you may:

- download the ‘Dhiraagu RBQuest’ onto [NUMBER AND DESCRIPTION OF MOBILE TELEPHONE OR HANDHELD DEVICES ONTO WHICH THE APP MAY BE DOWNLOADED] and view, use and display the ‘Dhiraagu RBQuest’ Plan on such devices for your personal purposes only;
- receive and use any free update of the App incorporating “patches” and corrections of errors as we may provide to you;
- be offered promotional offers through the ‘Dhiraagu RBQuest’. The offers may be subject to validity and separate conditions and only applicable to you. You cannot transfer such promotional offers;

YOUR PRIVACY

We only use any personal data we collect through your use of the 'Dhiraagu RBQuest' App and the in the ways set out in our privacy policy which you can find under clause 21 of Terms of Service (<https://www.dhiraagu.com.mv/Terms and Conditions.aspx>).

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or the Service or have any problems using them, please take a look at our support resources at www.dhiraagu.com.mv.

Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at 123@dhiraagu.com.mv or call them on 3322802.

How we will communicate with you. If we have to contact, you we will do so through our website or SMS using the contact details you have provided to us.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the 'Dhiraagu RBQuest' App as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the 'Dhiraagu RBQuest' App to someone else, whether for money, for anything else or for free. If you sell any device on which the 'Dhiraagu RBQuest' App is installed, you must remove the 'Dhiraagu RBQuest' from it.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the 'Dhiraagu RBQuest' App and change the features of the 'Dhiraagu RBQuest' App.. Alternatively, we may ask you to update the 'Dhiraagu RBQuest' App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the 'Dhiraagu RBQuest' App.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the 'Dhiraagu RBQuest' App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the 'Dhiraagu RBQuest' App, you agree to us collecting and using technical information about the devices you use the 'Dhiraagu RBQuest' App on and related software, hardware and peripherals to improve our products and services.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The 'Dhiraagu RBQuest' App may contain links to other independent websites, which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- except in the course of permitted sharing set out above, you may not provide, or otherwise make available, the 'Dhiraagu RBQuest' App in any form, in whole or in part to any person without prior written consent from us;
- not copy the 'Dhiraagu RBQuest' App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the 'Dhiraagu RBQuest' App nor permit the 'Dhiraagu RBQuest' App or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the 'Dhiraagu RBQuest' App on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the 'Dhiraagu RBQuest' App nor attempt to do any such things.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the 'Dhiraagu RBQuest' App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the 'Dhiraagu RBQuest' App or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the 'Dhiraagu RBQuest' App;
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the 'Dhiraagu RBQuest' App
- not use the 'Dhiraagu RBQuest' App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from the 'Dhiraagu RBQuest' App or our systems or attempt to decipher any transmissions to or from the servers.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the 'Dhiraagu RBQuest' App, throughout the world belong to us and the rights in the 'Dhiraagu RBQuest' App are licensed (not sold) to you. You have no intellectual property rights in, or to, the 'Dhiraagu RBQuest' App, the other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes

liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation. Our liability to you is limited to the ways set out in our clause 19 of the Terms of Service (https://www.dhiraagu.com.mv/Terms_and_Conditions.aspx). Our aggregate liability under this Agreement is limited to the lesser of the total charges for the 'Dhiraagu RBQuest' provided during the month in which such liability arises or the sum of Fifteen Thousand Maldivian Rufiyaa (MRf 15,000).

We are not liable for business losses. The 'Dhiraagu RBQuest' App is for domestic and private use. If you use the 'Dhiraagu RBQuest' App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the 'Dhiraagu RBQuest' App. The 'Dhiraagu RBQuest' App is provided for general information and entertainment purposes only. Although we make reasonable efforts to update the information provided by the 'Dhiraagu RBQuest' App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the 'Dhiraagu RBQuest' App, to protect yourself in case of problems with the 'Dhiraagu RBQuest' App.

Check that the 'Dhiraagu RBQuest' App are suitable for you. Please check that the facilities and functions of the 'Dhiraagu RBQuest' App meet your requirements.

We are not responsible for events outside our control.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the 'Dhiraagu RBQuest' App at any time if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights to third parties to enforce any term of this Agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by Maldivian law and you can bring legal proceedings in respect of the products in the Maldivian courts.