



Terms and Conditions for Smartphone Devices and plans

1. Introduction

- a. These terms and conditions ("Terms & Conditions") apply to the supply of all mobile telecommunications products under the Smartphone Devices and Plan offer (the "Product"), provided by or through Dhivehi Raajjeyge Gulhun Public Limited ("Dhiraagu").
- b. The application form, together with these Terms & Conditions, constitute an agreement (the "Agreement") between Dhiraagu and any party using the Service (the "Customer"). Upon signing the application form by any other means provided by Dhiraagu, the Customer is deemed to have read, understood and accepted these Terms & Conditions.
- c. Further details of the plans, offers and prices applicable to the Product as well as a copy of the application form and these Terms & Conditions are available on www.dhiraagu.com.mv (the "Website").

2. Commencement and Duration

- a. These Terms & Conditions are in full force and effect on and from the date on which the Customer submits a signed application form or otherwise completes the purchasing process with Dhiraagu and shall remain in force, unless terminated by either party, for the minimum commitment period specified in the application form.

3. Customer Obligations

- a. The Customer acknowledges that they have familiarized themselves with all terms and conditions applicable to the Product, including in relation to prices and the benefits provided to the Customer, and agrees to be bound by and comply with the same.
- b. The Customer acknowledges that they are aware of any additional costs that may be payable for additional benefits or services not included with the Product.
- c. The Customer acknowledges that the Product is provided for his/her personal use only and will not resell or transfer the Product to any third party during the minimum commitment period.

5. Charges, Billing & Payment

Charges

- a. The Customer agrees to pay all charges applicable to the Product as set out on the Website and are available from any Dhiraagu Customer Service Centre and the Dhiraagu Customer Contact Centre 123.

Billing

- b. Customer on 12 month installment contract will be billed with the installment subjected to the Device Model and Memory Capacity.
- c. The Customer must notify Dhiraagu of any dispute concerning a bill within 30 days from the date of issue of such bill. Otherwise, the Customer is deemed to have accepted the bill.

Payment

- d. The Customer acknowledges and agrees that he/she will have to make advance payment for Full payments and 12 month installment contract, to confirm the Product.
- e. Customer may cancel the order and request for refund in accordance with refund procedure available in the Website.
- f. The Customer agrees to pay all charges for the Product within the timeframe and using one of the payment channels specified in the bill issued by Dhiraagu.
- g. Dhiraagu has the right to suspend, disconnect or terminate any part or all of the service in the event that the Customer's payment is overdue or any applicable credit limit is exceeded. If the Product is offered as part of a bundle, Dhiraagu may suspend or disconnect any part or the whole of the bundle.
- h. During the term of the contract period, the Customer acknowledges that:

- I. Change ownership, activate suspension of service, Port out and Change of Service to prepaid is restricted
- II. If Customer want to a change ownership, suspension of service, Port out or change service to prepaid, customer's contract terms will be breached and the contract will come to an end.
- III. If the contract terms comes to an end, customer is liable to pay the remaining installments in full.

6. Customer Information & Privacy

- a. Before subscribing to a Product, the Customer must satisfy Dhiraagu's customer identification requirements.

7. Product Warranty

- a. Customer will be awarded with manufacture limited warranty for the Product.
- b. Should the Product or any part thereof not function during the applicable warranty period, you can replace the Product or the particular component (s) at relevant service centre.
- c. The manufacturer will be responsible for the warranty/support of hardware and software supplied. Any third party hardware/software in the Product, you acknowledge and agree that all claims in relation to the Product shall be made under the product warranty or against the manufacturer and waive all claims in relation to the Product against Dhiraagu.
- d. Any upgrade of the Product shall be dealt with the respective manufacturer and you shall bear any additional costs separately.

8. Termination by Dhiraagu

- a. Subject to applicable laws and regulations Dhiraagu may terminate immediately the Agreement, with or without notice and without exposing itself to any liability, at any time, in the event that:
 - i Dhiraagu has reasonable grounds to consider that the Customer has breached any provisions of the Agreement;
 - ii the Customer fails to pay any charges that fall due within the relevant timeframe;
 - iii Dhiraagu is required to do so under any applicable laws or regulations, or under any other regulatory requirements, or upon request by Government or regulatory or security or other competent authorities, or is required by necessity of an emergency situation;
- b. Dhiraagu will notify the Customer and (if applicable) give him/her the opportunity to rectify the situation prior to termination of the Agreement.

9. Termination by the Customer

- a. The Customer may terminate the Agreement during the relevant minimum commitment period upon providing Dhiraagu with 30 days' prior written notice or such shorter notice period as stipulated by Dhiraagu. In the event that the Customer terminates the Agreement prior to the expiry of the minimum commitment period, exit charges (referred to in Clause 5(h) (III)) will apply.
- b. After the relevant minimum commitment period has expired, the Customer will have the option, upon giving Dhiraagu written notice, to terminate the Agreement at any time.

10. Liability and Indemnity

- a. The Customer is liable for and shall indemnify Dhiraagu against any loss or damage to Dhiraagu's network or equipment resulting from the Customer's negligent action, inaction or omission or use of any equipment, products or programs which are not approved or used in a manner approved by Dhiraagu.
- b. Dhiraagu shall not be liable for delays in providing the Products on the dates communicated by the supplier and other factors outside the control of Dhiraagu such as:
 - i Global Shortage of a Product or delayed shipping by the suppliers and/or manufacturer;

- ii Shipment delay due to natural disasters etc.

- c. Dhiraagu shall not be liable to the Customer in respect of any loss or damage whatsoever and howsoever arising in connection with this Agreement or the Customer's use of the Product, including, but not limited to, liability in contract (including under any indemnity or warranty), under any applicable legislation or otherwise for any: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss or corruption of data; (e) loss of contract or opportunity; (f) loss of goodwill; (g) indirect or consequential loss of whatever nature, including (without limitation) any loss of a type described in (a) to (f) above which could be regarded as indirect or consequential and whether or not reasonably foreseeable, reasonably contemplable, or actually contemplated by the parties at the time of execution of this Agreement, to the extent permitted by law.
- d. Subject to this clause we accept responsibility for loss or damage suffered by the customer to the extent that it is caused by our negligence or willful misconduct provided that our aggregate liability for such loss does not exceed the total Charges paid by the Customer for the Product.

11. Changes made by Dhiraagu

- a. Dhiraagu may make changes to the services (including withdrawal of products), to its prices, or to these Terms & Conditions at any time during the term of the Agreement.
- b. Dhiraagu will use reasonable efforts to notify the Customer of any changes. Any changes to these Terms & Conditions, excluding price changes, shall be published on the Website and will be binding on the Parties from the date on which the change is published.

12. Governing Law and Dispute Resolution

- a. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Maldives.
- b. The parties irrevocably agree that the courts of Maldives have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.
- c. 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 MARKETING DEPARTMENT, Dhivehi Raajjeyge Gulhun Plc at Dhiraagu Head Office, Ameenee Magu, P.O. Box 2082, Male', Maldives, Fax: 3322802 and for the Customer the address provided by the customer in the online 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. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 8.00am on the first Working Day following delivery).

13. Dhiraagu Customer Contact Centre

The Customer may contact Dhiraagu to discuss the Product details by calling 123 or by using one of the other contact methods stated on the Website.