

This Agreement sets out the duties and responsibilities of DHIRAAGU and the Customer for the provision and use of the DhiraaguTV Services. The Customer is deemed to have accepted these Service Specific Terms and Conditions when they sign the Application form covered by this Agreement.

## 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 form requesting the Service 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 5;

**"Customer"** means to whom DHIRAAGU provides the Service in accordance with this Agreement. This includes a person whose name appears on the Application Form as the Customer and any person reasonably appearing to be acting with the Customer's authority or permission;

**"Charges"** means the charges payable by the Customer in return for the Service, as set out in clause 5;

**"Device"** means the equipment (including any software) provided to the Customer by DHIRAAGU to enable the Customer to receive the Service;

**"Device Supplier"** means the manufacturer or manufacturer's authorized distributor of the Device;

**"DHIRAAGU"** means Dhivehi Raajjeyge Gulhun Plc;

**"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;

**"Registration Fee"** means the fee payable by you pursuant to clause 5.3;

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

**"Service Commencement Date"** means the date on which DHIRAAGU makes Service ready for use;

**"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;

**"Third Party Software"** means software purchased from a party other than DHIRAAGU; and

**"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"** mean 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 DHIRAAGU shall provide the DHIRAAGUTV Service which you have selected on the Application Form subject to these Terms and Conditions.

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.

## 3. TERM AND TERMINATION

3.1 The term of this agreement shall commence on the date the Service is activated by DHIRAAGU, and continue unless otherwise terminated by the Customer or DHIRAAGU under Clauses 4.5 or 10.

3.2 In the event you terminate this Agreement, you shall be liable to pay to DHIRAAGU any outstanding Charges (including applicable Device Charges). For the avoidance of doubt, for the Customers, who have been given the Device free of Charge on or before 17 April 2019, shall not be liable to pay Device Charges.

## 4. DEVICE AND INSTALLATION

4.1 If you have requested for a Package which requires a Device, DHIRAAGU shall sell the Device to you, upon supply of the Service by DHIRAAGU.

4.2 The Device shall be sold with a (1) month manufacturer's warranty beginning from the date of installation. During this period Dhiraagu may replace or repair the Device without any charge.

4.3 The Customer acknowledges and accepts that the provisions of the warranty may be limited in terms of coverage, and DHIRAAGU shall not be held responsible or liable for any direct or indirect damage, defects, faults, and/or

claims regarding the Device and the Customer waives all claims in relation to the Device against DHIRAAGU.

4.4 Any repair and/or upgrade of the Device requested by the Customer shall be separately performed and Customer accepts that a fee may be charged for any such work including any ongoing support and maintenance services to be performed in relation to the Device.

4.5 You agree not to modify, tamper with or attempt to dismantle the Device. Any such unauthorized use may void the manufacturer's warranty and entitle DHIRAAGU to terminate this Agreement, immediately, and/or charge you the cost of a replacement Device in the event of any damage caused to the Device.

4.6 DHIRAAGU reserves the right at all times, and without prior notice to the Customer, to update any software associated with the Device. The updating of such software may disrupt the Service for a temporary period. The Customer agrees to cooperate with any instructions issued by DHIRAAGU in respect of the updating of software, to enable DHIRAAGU to upgrade the software for the purposes of providing the Service to you.

## 5. CHARGES AND PAYMENT

5.1 DHIRAAGU will send you a Bill on a monthly basis. The Charges are payable by you by the due date on the bill. The Customer must pay the bill in full without any set-off, deduction or withholdings whatsoever. If that payment becomes overdue, DHIRAAGU may suspend or terminate the Service pursuant to Clause 10.

5.2 Details of the Charges are available on DHIRAAGU's website. DHIRAAGU reserves the right to make changes to the Charges, such changes to be advertised on DHIRAAGU's website (1) day prior to implementation unless otherwise notified by DHIRAAGU.

5.3 Where applicable, the Registration Fee is payable by you when the Application Form is signed.

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

5.5 If you are subscribing under a promotional subscription fee, additional restrictions may apply according to the additional terms and conditions.

5.6 The Charges do not include any services, features or functionality other than the Service.

5.7 If you do not pay a Bill by the due date, DHIRAAGU shall have the right at its 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 DHIRAAGU, and you will be liable to pay all charges on any invoice issued by DHIRAAGU for such service(s) by the due date; and (b) deduct the unpaid invoiced amount from any payment or credit due to you by DHIRAAGU under this Agreement or any other agreement for services(s) provided by DHIRAAGU to you. The rights in this clause are in addition to any other rights that DHIRAAGU has under these Terms and Conditions, including the right to suspend or terminate the Service in accordance with clause 10 or any other service provided by DHIRAAGU.

## 6. PROVISION OF INFORMATION TO DHIRAAGU

6.1 You will provide true, accurate, complete and up-to-date information to DHIRAAGU 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 DHIRAAGU from time to time.

6.2 You will promptly notify DHIRAAGU of any changes in the information provided under clause 6.1 above.

6.3 DHIRAAGU reserves the right to terminate the Service if you give DHIRAAGU inaccurate or incomplete information. DHIRAAGU respects the privacy of your User Information (as defined in DHIRAAGU's Privacy Policy) and will not disclose any of your User Information except as permitted by DHIRAAGU's Privacy Policy.

6.4 DHIRAAGU may retain your personal data provided pursuant to this clause or otherwise in accordance with these Terms and Conditions, and you authorise DHIRAAGU 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 DHIRAAGU's legal obligations in respect of the same.

## 7. CHANGES TO THE SERVICE

7.1 DHIRAAGU may at its 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 10 below.

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

7.3 DHIRAAGU may at its 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, DHIRAAGU is not required to provide such updates to your Service.

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

## 8. COPYRIGHT

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

- 8.2 Programming is not under DHIRAAGU's control; certain providers may restrict or limit the ability to record, 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.
- 8.3 DHIRAAGU is not responsible for and has no editorial control over any Third Party Content and DHIRAAGU has no control over the distribution of such content. DHIRAAGU accepts no liability in relation to any Third Party Content.
- 8.5 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.
- 8.6 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, DHIRAAGU reserves the right to without notice, (i) suspend and/or terminate this Agreement, and (ii) provide your details to any owner/licensor of copyright in the illegally copied program for the purpose of prosecution of such an offence.
- 8.7 We may disable or alter some functions of the Service to prevent any infringing acts.
- 8.8 Any breaches of this clause 8 may infringe the copyright of third parties and you will be responsible for any claims made against DHIRAAGU for losses suffered as a result of actual or claimed copyright infringement committed by you or any other person using the Device provided to you, and you hereby agree to fully indemnify DHIRAAGU for any such losses suffered.
- 9. ADVERTISING AND PROMOTION**  
The Service is supported and sponsored by commercial advertising. DHIRAAGU reserves the right to send content (including advertising and promotional material) as part of Service.
- 10. TERMINATION OF SERVICE**
- 10.1 DHIRAAGU may in DHIRAAGU's sole discretion elect to terminate this Agreement either wholly or partially, or suspend the provision of Services until further notice, on notifying Customer to that effect, either orally (confirming such notification in writing) or in writing, in the event that:
- 10.1.1. the Customer fails to make payment of any amount due to DHIRAAGU under this Agreement and such amount remains unpaid for ten (10) business days after Customer receive notice from DHIRAAGU of such non-payment;
- 10.1.2. any permit, license or consent which DHIRAAGU may require in order to carry out its obligations under this Agreement is refused, withdrawn, suspended, or terminated. Should this occur DHIRAAGU will give the Customer such notice as is reasonably practicable in the circumstances then prevailing;
- 10.1.3. the relevant government authorities within the Republic of Maldives or elsewhere require DHIRAAGU to suspend the Service for whatever reason; or
- 10.1.4. the Customer breaches 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 DHIRAAGU or any third party.
- 10.2 You may terminate this Agreement, and your right to use the Service, at any time and for any reason, by submitting an official termination request to any DHIRAAGU Customer Service Centers.
- 10.3 DHIRAAGU may terminate this Service without cause by giving one month's prior notice to you.
- 10.4 DHIRAAGU may also suspend the Service with immediate effect where it is necessary in order to carry out any maintenance or repair to the Service.
- 10.5 Should DHIRAAGU decide to exercise its right to suspend the Agreement, DHIRAAGU reserves the right to subsequently terminate this Agreement as it relates to the event in question which led to the suspension.
- 10.6 Upon termination, DHIRAAGU will send you a Bill for all monthly Charges which are due and which have not yet been billed by DHIRAAGU prior to termination of the Service. This Bill will include any Charges which are outstanding at the date of termination. If you have paid a monthly Charge in advance of the date of termination you will not receive a refund in respect of that unexpired part of the relevant month for which you have paid. You agree to pay this Bill on or before the date upon which payment is required.
- 10.7 DHIRAAGU may, at its 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.
- 10.8 Either party may terminate this Agreement on notice to the other in the event that, being a corporate entity, an order is made or an effective resolution is passed for the winding up or dissolution of either party, or a receiver or administrative receiver or administrator is appointed in relation to either party (other than for the purpose of amalgamation or reconstruction) or any distress or execution, attachment, garnishment or like process is levied or enforced upon or against either party's property or either party makes or attempts to make any arrangement or composition with its creditors.
- 10.9 None of the rights which either DHIRAAGU 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.
- 11. LIABILITY AND INDEMNITY**
- 11.1 DHIRAAGU shall not be liable for failure to provide the Service caused by events outside DHIRAAGU's reasonable control.
- 11.2 DHIRAAGU does not in any way exclude or limit its liability: (i) for death or personal injury resulting from the negligence of DHIRAAGU or its directors, officers, employees, contractors or agents; or (ii) in respect of fraud or any fraudulent statements made by DHIRAAGU or its directors, officers, employees, contractors or agents.
- 11.3 Subject always to clause 11.2, DHIRAAGU 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.
- 11.4 Subject always to clause 11.2, DHIRAAGU 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.
- 11.5 If DHIRAAGU shall be liable to you in contract, tort, under statute or otherwise, DHIRAAGU's liability shall be limited to the equivalent cost of three (3) month's Charges for any event or related series of events.
- 11.6 You agree to indemnify, defend and hold DHIRAAGU 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 DHIRAAGU 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. The Customer will reimburse DHIRAAGU 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 DHIRAAGU is a party. This indemnity will survive the termination of this Agreement
- 12. TITLE TO DEVICE AND SOFTWARE AND INTELLECTUAL PROPERTY RIGHTS**
- 12.1 The Device will contain certain software to enable you to use or have full access to certain features of the Service.
- 12.2 DHIRAAGU retains 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.
- 12.3 Title to and ownership of the Device shall remain with DHIRAAGU and shall not pass to the Customer unless the device is paid in full by the Customer.
- 12.4 DHIRAAGU also retains ownership of all DHIRAAGU Intellectual Property Rights. In the case of third party software delivered by DHIRAAGU to the Service, the applicable third party retains title to and ownership of its software, copyrights and trademarks.
- 12.5 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.
- 13. WARRANTIES AND DISCLAIMER**
- 13.1 DHIRAAGU will use commercially reasonable efforts to provide the Services to you.
- 13.2 DHIRAAGU will perform its 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.
- 13.3 No advice, representations or information given by DHIRAAGU's employees, agents or contractors shall create a warranty unless expressly set out in this Agreement.
- 13.4 DHIRAAGU cannot guarantee that the Service will be free from faults and interruptions which arise from factors which are outside DHIRAAGU's 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 DHIRAAGU shall use reasonable endeavors to keep any disruption to the provision of the Service in such circumstances to a minimum.
- 13.5 You understand and agree that the Service is provided on an "as is" and "as available" basis. DHIRAAGU makes no warranty that DHIRAAGU 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 does DHIRAAGU make any warranty as to the accuracy or reliability of any information which is obtained through the Service (including third party content).
- 13.6 DHIRAAGU does not warrant that data and content provided through the Service will be free of viruses or other harmful components. DHIRAAGU shall not be liable for any damages to, or viruses that may infect your Device and its software or any other hardware.
- 14. PROTECTION OF PERSONAL INFORMATION**
- 14.1 You acknowledge and expressly agree to DHIRAAGU collecting personal information about you. Such information may be collected from you and others or generated within our Network when you or anyone else uses the Service or any other service.
- 14.2 You acknowledge and expressly consent to DHIRAAGU 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.
- 14.3 Your customer information may be retained for a reasonable period of time in a secure environment. You acknowledge that calls to our Contact Centre may be recorded for training and quality control purposes.
- 14.4 You acknowledge and expressly consent DHIRAAGU 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.
- 14.5 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.
- 14.6 You agree that we may contact any person or reference provided by you to verify the accuracy of your account details. You acknowledge that DHIRAAGU, or its 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 DHIRAAGU in writing.
- 15. RESOLVING DISPUTES AND COMPLAINTS**
- 15.1 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](mailto:123@dhiraagu.com.mv)
- 15.2 DHIRAAGU 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).
- 15.3 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 Courts of the Maldives.
- 16. CONFIDENTIALITY**
- 16.2 DHIRAAGU may disclose to the Customer in connection with this Agreement certain non-public information ("**Confidential Information**"). The Customer must maintain such Confidential Information in confidence and protect it with the same degree of care that the Customer would use to protect the Customer's own confidential information.
- 16.3 The Customer must not disclose such Confidential Information, in whole or in part, to any person other than Customer's officers, directors, employees, agents or authorized representatives who have a need to know.
- 16.4 Confidential Information does not include any information that:
- 16.4.1 is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of the Customer's; or
- 16.4.2 The Customer can demonstrate was already in the Customer's possession prior to disclosure hereunder or is subsequently disclosed to Customer with no obligation of confidentiality by a third party having the right to disclose it; or
- 16.4.3 is required to be disclosed by law or by order of any competent court or government or regulatory agency.
- 16.5 At the expiry of this Agreement, the Customer must return to DHIRAAGU all Confidential Information in Customer's possession.
- 17. MISCELLANEOUS PROVISIONS**
- 17.1 DHIRAAGU reserves the right to amend these Terms and Conditions at any time. If DHIRAAGU does make any amendments it will inform you of such changes either by posting the changes on its website at [www.dhiraagu.com.mv](http://www.dhiraagu.com.mv) or by other means as DHIRAAGU sees 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 17.1.
- 17.2 This Agreement together with all documents which are referred to in the Terms and Conditions represent the entire agreement between DHIRAAGU and you and they supersede all prior agreements between the parties.
- 17.3 The laws of the Republic of Maldives apply to this Agreement with respect to construction, validity and performance.
- 17.4 DHIRAAGU will not be responsible for its failure to perform all or any of its duties arising under these Terms and Conditions where any event beyond its reasonable control occurs. Such events include but are not limited to acts of God, fire, acts of terrorism, war, civil commotion, embargo, labour dispute, prevention from obtaining raw materials, power failure, acts of government or state or failure of third party telecommunications systems which impact upon DHIRAAGU's ability to provide the Service.
- 17.5 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.
- 17.6 You may not assign or otherwise dispose of any of your rights or obligations under this Agreement without DHIRAAGU's prior written consent. You agree that DHIRAAGU may assign its rights and obligations under this Agreement to an alternative provider if necessary, as long as the level of service remains of a comparable standard.
- 17.7 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.
- 17.8 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 Customer 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.