

Terms of Service for Cash-in via Bank Transfers

1. INTRODUCTION

- 1.1. This Terms of Service sets out the duties and responsibilities of DHIRAAGU and the Customer for the provision and use of Cash-In Services to DHIRAAGU Pay Wallet via bank transfers.
- 1.2. Access to and use of the Website and the Cash-in Services available through the use of this Website (collectively, the "Services") are subject to the DHIRAAGU General Terms and Conditions for Provision of Telecommunication Services, Terms and Conditions for DHIRAAGU Pay Service, and the terms, conditions and notices herein (collectively, the "Terms of Service"). By using the Services, you are agreeing to all of the said Terms of Service, as may be updated by DHIRAAGU from time to time. You should check this page regularly to take notice of any changes that may have made to the Terms of Service. These Terms of Service constitutes a legal agreement between DHIRAAGU and the Customer.
- 1.3. DHIRAAGU reserve the right to withdraw or amend the Services and the Website without notice. DHIRAAGU will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

2. DEFINITIONS AND INTEPRETATIONS

- 2.1. The words and expressions below shall have the following meaning:
 - "**Business Days**" means a day other than a Friday, Saturday or public holiday in Maldives;
 - "**Cash-in**" means the use of Services provided herein to transfer Cash to your DHIRAAGU Pay Wallet via a bank transfer;
 - "**Cash-in Portal**" or "**Portal**" means the dedicated portal accessed through the Website, (https://www.dhiraagu.com.mv/ocs/service_dhiraagu_pay_offline_public.aspx);
 - "**Customer**" means to whom DHIRAAGU provides the Service in accordance with this Terms of Service. 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;
 - "**Contribution**" means any information provided or submitted by the Customer pursuant to the Services provided herein;
 - "**Dedicated DHIRAAGU bank account**" means Account Number: 7701-100841-002, with the Account Name: DHIVEHI RAAJJEYGE GULHUN PLC (DHIRAAGU), in the Bank of Maldives;
 - "**DHIRAAGU**" means Dhivehi Raajjeyge Gulhun Plc;
 - "**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, semi-conductor 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 the Cash-in Service provided via the dedicated Portal;
 - "**Transaction**" means any Cash-in Request and/or any bank transfer of money for Cash-in Services by the Customer;
 - "**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;
 - "**Website**" means the official Dhiraagu Website.
- 2.2. Any undertaking in this Terms of Service, 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.

3. PROHIBITIONS

- 3.1. You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, Trojan, worm, or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. DHIRAAGU will report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- 3.2. DHIRAAGU will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.
- 3.3. This Website and Portal must not be framed on any other site, without prior written approval from DHIRAAGU.

4. INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT

- 4.1. The intellectual property rights in all software and content made available to you on or through this Website remains the property of DHIRAAGU or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by DHIRAAGU and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.
- 4.2. You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by DHIRAAGU or its licensors. No licence or consent is granted to you to use DHIRAAGU's trade marks in any way, and you agree not to use these marks or any marks which are colourably similar without the written permission of DHIRAAGU.

5. SUBMISSION OF MATERIAL

- 5.1. By submitting any material to us, you automatically grant DHIRAAGU the royalty-free, perpetual, exclusive right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also acknowledge that DHIRAAGU is not obliged to publish any material submitted by you on any DHIRAAGU publication.
- 5.2. In certain circumstances DHIRAAGU may also share your contribution with trusted third parties.
- 5.3. You acknowledge that, in compliance with laws and regulations, DHIRAAGU may be obliged to store all the information regarding your contribution for at least 5 years after the Transaction.

6. CASH-IN CONDITIONS AND TERMS

- 6.1. Any Cash-in you make via this Website are subject to the following terms and conditions.
- 6.2. In order to Cash-in you must be a registered and verified DHIRAAGU Pay Customer in accordance with DHIRAAGU Pay Terms and Conditions. When making a Cash-in Request you undertake and warrant that all details you provide to us are true and accurate, and that you are a duly authorised user of the bank account used to make payments for Cash-in. Dhiraagu shall not be liable for any incorrect information or unauthorised use of a bank account.
- 6.3. DHIRAAGU will not have access to your credit or debit card details. We advise that you never reveal any credit or debit card information pursuant to Cash-in Requests via the Cash-in Portal or the Website.
- 6.4. DHIRAAGU retains the right to refuse any request made by you.
- 6.5. Once the requested Cash-In Amount has been credited to your DHIRAAGU Pay e-Wallet, you will not be entitled to a refund except in accordance with the Terms of Service.

7. CASH-IN PROCEDURE

- 7.1. Cash-in Requests shall be made through the dedicated Cash-in Portal available on the Website.
- 7.2. You will be required to provide the following information on the Cash-in Portal:
 - a) Full name
 - b) DHIRAAGU Pay registration number

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- c) Cash-in Amount in Maldivian Rufiyaa (MVR); which shall not exceed the following daily velocities and your daily wallet limit at the time of Cash-in.

	Limit 1 wallet	Limit 2 wallet
Maximum balance	MVR5,000	MVR20,000
Minimum Cash In at a time	MVR1	MVR1
Max. Cash in at a time	MVR5000	MVR20,000
Maximum number of cash in per day	10	10
Maximum amount of cash in per day	MVR10,000	MVR40,000

We may change the above limits from time to time without notice.

- 7.3. If the requested Cash-in Amount exceeds the daily velocities and daily wallet limits, you will be notified that the cash in cannot be processed.
- 7.4. Upon providing the required information, you would be asked to send the requested Cash-in Amount to the dedicated DHIRAAGU bank account (hereinafter referred to as "Bank Account").
- 7.5. Once you transfer the requested Cash-in Amount to the Bank Account, you shall upload the successful bank transfer receipt to the Cash-in Portal and key in the transaction reference number displayed on the bank transfer receipt provided by the respective bank.
- 7.6. The following Cash-in hours shall be applicable for all Cash-in Requests:
- There will be two cutovers for every Business Day. The first cutover will be at 12pm and the second will be at 3pm. All requests received before 12pm will be verified at 12pm and cash in will be executed on the same day at 1pm. All requests received between 12pm to 3pm will be verified at 3pm and cash in will be executed on the same day at 4pm. All requests received after 3pm will fall into the next Business Day's first cutover at 12pm.
 - During Ramadan, the cutover hours shall be adjusted to 12pm and 2pm respectively; and cash in will be executed at 12pm and 3pm respectively. All requests received after 2pm will fall into the next Business Day's first cutover at 12pm.
- 7.7. You will be notified once the Cash-in request is verified and executed.
- 7.8. In the event that the Cash-in Request is rejected and/or the transaction is unsuccessful for any reason given below, the full amount transferred to the Bank Account will be reimbursed to you within two (2) Business Days.
- Amount transferred to the Bank Account exceeds the maximum Cash-in Amount that can be executed at that point of time;
 - If the requested Cash-in Amount is less than or more than the actual amount transferred to the Bank Account;
 - If the Cash-in Request is rejected for any other reason deemed valid by DHIRAAGU.

8. SUSPENSION

- 8.1. DHIRAAGU reserves the right to suspend and/or cancel a Cash-in Request or Transaction if;
- you give DHIRAAGU inaccurate or incomplete information.
 - We detect a breach the Terms of Service;
 - have reasonable suspicion of fraudulent or criminal activity concerning the use of the Services herein and/or the DHIRAAGU Pay e-Wallet Services;
 - have a reasonable belief that we are required to do so by law; or
 - are given a direction to do so by any regulator or other competent regulatory, tax or other authority,
- 8.2. DHIRAAGU reserves the right to stop providing the Services herein, for any reason without notice.
- 8.3. Any suspended or cancelled Transactions and any remain E-money left in your account will be treated in accordance with the Terms of Service.

9. DISCLAIMER OF LIABILITY

- 9.1. The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law DHIRAAGU and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Portal and any materials posted thereon, and genuine mistakes attributable to DHIRAAGU; irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- 9.2. DHIRAAGU specifically disclaims all liability for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by but not limited to:
- Transactions made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by you;
 - Transactions made by an unauthorised third party who passes all identity and verification checks;
 - any fraud, deception or misrepresentations by you or any other customer;
 - any damages resulting from a DHIRAAGU Pay decision not to accept a Transaction made by you;
 - failure of any other telecommunications or data transmission system; and
 - any result of any acts of government or authority, any act of God or Force Majeure Event.
- 9.3. The above does not affect DHIRAAGU's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.
- 9.4. The limit of DHIRAAGU's aggregate liability to you for the Services provided herein, shall not exceed the maximum Transaction Limit for the time being in force for any single event or series of events.

10. INDEMNITY

- 10.1. You agree to indemnify, defend and hold harmless DHIRAAGU, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach these Terms and Conditions.

11. DISCLAIMER AS TO OWNERSHIP OF TRADEMARKS, IMAGES OF PERSONALITIES AND THIRD PARTY COPYRIGHT

- 11.1. Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on this Website are in no way associated, linked or affiliated with DHIRAAGU and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to DHIRAAGU.

12. GENERAL

- 12.1. DHIRAAGU shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.
- 12.2. If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.
- 12.3. If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.
- 12.4. You may contact DHIRAAGU Customer Service Centre on DHIRAAGU pay for any disputes, claims or to report any discrepancies. DHIRAAGU Customer Service shall handle the report in accordance with our standard complaint handling procedures.
- 12.5. The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and DHIRAAGU relating to the use of this Website.
- 12.6. These terms and conditions are to be construed in accordance with the laws of Maldives and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the Maldivian courts.