

1. INTRODUCTION

1.1. This Agreement sets out the duties and responsibilities of both the Customer (“you”) and Dhivehi Raajjeyge Gulhun Plc (“Dhiraagu”, “us” or “we”) for the provision and use of DHIRAAGU Pay. (the “Service”).

2. DEFINITIONS AND INTERPRETATION

2.1. This Agreement shall be read in addition to Dhiraagu’s General Terms & Conditions for Provision of Telecommunication Services (our “Terms and Conditions”) which may be found on our website at www.dhiraagu.com.my (the “Website”). Where there is a conflict or inconsistency any specific terms in this Agreement shall prevail over the provision of our Terms and Conditions.

2.2. The words and expressions below shall have the following meanings:

“**Agent**” means an outlet or individual appointed by us under an agency agreement to offer you Cash-in and Cash-out services (please visit our Website for a list of Agents);

“**Balance**” means the amount of E-money available in your Wallet at any given time;

“**Cash-in**” means the act of crediting Maldivian Rufiyaa at an Agent in order to credit the equivalent amount of E-Money to your Wallet;

“**Cash-out**” means the act of withdrawing Maldivian Rufiyaa at an Agent by debiting the equivalent amount of E-Money from your Wallet;

“**Cash-out Fee**” means the fee you pay to us for each Cash-out transaction;

“**Custodian Bank**” means the selected partner bank(s) which hold in trust all monies received (in exchange for an equivalent value of E-Money) and works with us to ensure that the fund movements are transparent and secure;

“**Customer Information**” means any information associated with you and relating to your use of DHIRAAGU Pay;

“**Customer Service Centre**” means our call centre, which you can reach us through by calling 123 or emailing 123@dhiraagu.com.my. Our Customer Service Centre is reachable 24 hours a day, seven days a week and 365 days a year. You can also visit our Operations Centers across the country during working hours;

“**Device**” means your mobile device and the SIM card used to effect transactions on the DHIRAAGU Pay System;

“**Effective Date**” means the date that we approve your application and register you as a Customer;

“**E-Money**” means the electronic money as defined in the Mobile Payment Services Regulation (R-47/2016). E-Money is issued upon receipt of an

equivalent amount of Maldivian Rufiyaa. E-Money is an accepted mode of payment with Merchants, you can also Cash-out through one of our Agents. The representation of monetary currency in electronic format shall at all times be equal to its amount in Maldivian Rufiyaa (1 E-Money unit = 1 Maldivian Rufiyaa);

“**Force Majeure Event** ” means any event beyond the reasonable control of DHIRAAGU including (but not limited to), disruption of our network or the networks of other service providers or any international lines or facilities of third parties, fire, flood, hurricane, lightning, tsunami, earthquakes, severe weather conditions, explosions, failure of power supply, industrial disputes, or other civil disorders; labour disputes; electrical equipment or system availability delay or failure or regulatory intervention or a decision made by a court of competent jurisdiction; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the aforementioned class of causes or not;

“**Foreign Nationals**” means a person who is not a citizen of Maldives irrespective of whether the person is permanently resident in Maldives (or otherwise);

“**Law**” or “**Regulation**” means the applicable laws of the Republic of Maldives, including all rules and regulations made thereunder and the rules, regulations, codes of practice, guidelines and directions of the MMA (Maldives Monetary Authority) made under or pursuant to any law in force;

“**Merchant**” means any outlet who works with us and accepts E-Money as payment of goods and services;

“**Next of Kin**” means a person who is legally authorised to access your funds in your Wallet in the event of your death;

“**PIN**” means the secure four-digit personal identification number that you choose to access and operate your Wallet;

“**OTP**” means a four-digit One Time PIN that we send to you for verification purposes;

“**Secret Code**” means an OTP allocated for any transaction sent to a person who does not have a Wallet. An Agent will require the Secret Code when such a person tries to Cash-out;

“**DHIRAAGU Pay**” means the mobile payment services provided through the DHIRAAGU Pay System. Including issuance of E-Money in exchange for Maldivian Rufiyaa, the transfer of E-Money between Wallets, and

redemption of E-Money for Maldivian Rufiyaa;

“**DHIRAAGU Pay System**” means the system, platform and network operated collectively by DHIRAAGU to provide DHIRAAGU Pay;

“**Transactions**” refers to Cash-in, Cash-out and transfer of E-Money through the DHIRAAGU Pay System between Wallets or supported third parties;

“**Transaction Limits**” means the financial limits applicable to transactions that you can carry out using the DHIRAAGU Pay Service. Please check our Website for more details on DHIRAAGU Pay Volume & Transaction Limits;

“**Wallet**” means your electronic account in the DHIRAAGU Pay System containing your details including your E-Money transaction records and Balance at any given time;

“**us**” or “**we**” or “**our**” means Dhivehi Raajjeyge Gulhun Plc incorporated and registered in the Republic of Maldives with company number C-0024/1988 whose registered office is at DHIRAAGU Head Office, Ameenee Magu, P.O. Box 2082, Male’, Republic of Maldives; and “**you**” or “**Customer**” means the party with whom we make this Agreement and includes a person who we reasonably believe is acting with your authority or knowledge.

3. DHIRAAGU PAY SERVICE:

3.1. After your Wallet has been registered and activated successfully, you will be able to initiate the following Transactions using your Device:

a. send E-Money across all networks in the Maldives irrespective of whether the recipient has a Wallet;

b. receive E-Money from other DHIRAAGU Pay subscribers.

c. reload DHIRAAGU pre-paid accounts and pay for other DHIRAAGU services;

d. Cash-in and Cash-out at an Agent;

e. pay for your utility bills;

f. pay Merchants for goods and services;

g. pay or receive salaries and wages in the form of E-Money; and

h. manage your Wallet e.g. check your Wallet Balance; change your PIN.

4. REGISTRATION FOR SERVICE:

4.1. To use DHIRAAGU Pay, you must first register for a Wallet by submitting a complete application form. The following conditions must be met in order to register a Wallet:

a. you must be at least 18 years old with capacity to enter into contracts; and

b. satisfactory identification must be provided; a valid Maldivian Identity Card or in the case of Foreign Nationals a valid Passport and Work Permit and other supporting

- documents as set out in the application form and any subsequent requirements which we may introduce from time to time as made available on our Website.
- We may offer you self-registration by using your DHIRAAGU Application Form from our records.
- 4.2. You are responsible for ensuring that your registration details are maintained up to date. We shall not be liable to use measures beyond our standard practices to verify the accuracy of any information provided by you.
 - 4.3. Only one single Wallet may be opened and operated under the name of a person at any given time.
 - 4.4. We reserve the right to reject your application.
 - 4.5. To complete registration you shall receive a 4-digit OTP, which you shall promptly change to a new and preferred secure 4-digit PIN.
 - 4.6. Access to your Wallet is PIN protected. Please keep your PIN secure at all times. We recommend that you change your PIN frequently for additional security.
 - 4.7. Upon successful registration as the Customer, you will be solely responsible for securing your Wallet and all access to and use of DHIRAAGU Pay, including any breach of this Agreement by you or any other user of your Wallet.
 - 4.8. By registering for and continuing to use DHIRAAGU Pay you shall be deemed to have accepted the terms of this Agreement. You acknowledge that we may vary these terms or policies affecting usage of DHIRAAGU Pay at any time. We shall notify you of such changes through our Website. Your continued use of DHIRAAGU Pay shall be deemed to be your acceptance of all such varied terms and conditions or policies.
 - 4.9. This Agreement shall remain in full force and effect from the Effective Date until terminated pursuant to Clause 9.
- 5. USING DHIRAAGU PAY**
- 5.1. Your Wallet will be credited when you Cash-in at one of our Agent's outlets or when you receive E-Money from another Customer.
 - 5.2. Subject to the prescribed Transaction Limits and the provisions of this Agreement we will only process Transactions after you have verified their authenticity by entering your PIN.
 - 5.3. If a third party; regardless of whether it was with or without your knowledge, accesses your Wallet and makes Transactions by entering your PIN, we will deem all such Transactions as valid and authorised by you.
 - 5.4. Your Wallet will be temporarily blocked if you enter your PIN incorrectly more than three times. Please call our Customer Service Center to reactivate your Wallet.
 - 5.5. We will confirm all successful Transactions through an SMS.
 - 5.6. A Transaction will be declined and a SMS notification will be sent to you, if you don't have sufficient Balance in your Wallet to carry out that transaction.
 - 5.7. We will not effect any Transactions that exceeds your Transaction Limits.
 - 5.8. We may refuse a Transaction if our security checks are not satisfied.
 - 5.9. You may request for an account statement by submitting a form. An official statement of account shall be conclusive evidence of the Transactions carried out from your Wallet during that period. We may charge you for a statement.
- 6. PRIVACY POLICY**
- 6.1. We recognise the importance of protecting your information and affirm our utmost respect for your rights to privacy.
 - 6.2. Save as provided under this Agreement, we do not share your personal information with unauthorised persons and adequate safeguards have been put in place to prevent unauthorised access and to ensure confidentiality of your personal information.
 - 6.3. Further to clauses 6.1 and 6.2, you acknowledge that by using DHIRAAGU Pay, even if you are registered to our e-directory services or any similar service, some of your personal information will be passed on to Customers to whom you send or receive E-Money, as well Agents, Merchants, banks and participating ATM networks involved in the operation of DHIRAAGU Pay.
 - 6.4. You acknowledge that we may verify your identity information in order to comply with applicable Laws and Regulations.
 - 6.5. You acknowledge and agree that we shall have the right to monitor your usage and may disclose personal information to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of money laundering activities, terrorism financing activities, fraud or other criminal activities.
 - 6.6. You acknowledge and agree that we may retain your information including data with respect to Transactions for a minimum period of five (5) years or in accordance with applicable Laws and Regulations.
 - 6.7. Our employees who handle personal information are under an obligation to treat it confidentially and may not disclose it to unauthorised third parties. Employees who violate our privacy policies are subject to strict disciplinary actions.
- 6.8. The provisions of this clause 6 shall survive the expiry or termination of this Agreement.
- 7. FEES AND CHARGES:**
- 7.1. You are responsible for the payment of all applicable fees and charges relating to Transactions.
 - 7.2. All fees and charges will be automatically deducted from your Wallet at the completion of each Transaction. Your Balance on completion of the Transaction shall be notified to you by SMS.
 - 7.3. Our fee schedule sets out all the fees and charges relating to DHIRAAGU Pay. It is available on our Website or you could visit one of our Agents outlets. We reserve the right to change our fees and charges and we will publish any such changes.
 - 7.4. Your Balance is separate from your mobile airtime account balance. You cannot convert your airtime to E-Money.
 - 7.5. Normal roaming charges may apply if you use DHIRAAGU Pay while roaming.
 - 7.6. Your Wallet is not an interest bearing account. No interest shall accrue on any credit funds in the account at any time.
- 8. UNDERTAKINGS**
- 8.1. You undertake to us at all times as follows:
 - a. you agree with the Transaction Limits;
 - b. DHIRAAGU Pay or your Wallet cannot be pledged or used in any manner by you as any form of security instrument for any purpose whatsoever. We shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your using DHIRAAGU Pay as a form of security instrument.
 - c. you are responsible for checking and verifying all Transactions including, without limitation, the amount and recipient information. We will not be able to reverse any wrongful entry as a result of your negligence, error or mistake;
 - d. you shall immediately notify us upon receipt of incomplete and inaccurate data, or information or any data or information, which is not intended from us or any doubtful information or message;
 - e. for your own protection, you must keep confidential your PIN, any Secret Code, the electronic serial number of your phone, and any lock code(s) associated with your Deceive and your Wallet. You shall be solely responsible for all Transactions and any loss or damage which you suffer if you fail to comply with this section. Do not disclose your PIN to any third party.
 - f. the information provided to us for the purpose of registering for DHIRAAGU Pay is up to date, true and correct. Any

such changes shall be made through the relevant request form;

g. you shall provide any additional information that we may reasonably request from time to time, failure to which may result in usage limitations of DHIRAAGU Pay or the freezing of your Wallet;

h. information that you provide us with may be held on a database and we may use, store, analyse and transfer or exchange such information with local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection or prosecution of fraud, embezzlement, money laundering, terrorism financing or other illegal activities or as maybe required by law without reference and consent from you and you agree as such;

i. you shall not use the Wallet and DHIRAAGU Pay for any illegal activity. You will comply with all applicable laws, regulations, rules, notices, instructions or directives of the relevant authorities or any notices, instructions, directives or guidelines given by us in connection with DHIRAAGU Pay and in its use;

j. if we discover that you are using DHIRAAGU Pay for fraud, embezzlement, money laundering, terrorism financing or other criminal activities you shall be responsible for any liability that may arise as a result of such activity. We may immediately freeze your Wallet and notify the relevant authorities;

k. you acknowledge that if a competent judicial authority determines that your Wallet contains proceeds of any criminal or money laundering activities, we may be required by law to cease your Wallet activity and surrender funds in your Wallet for the purpose of recovering the proceeds of crime;

l. ensure that that no other person has access to or use of your Wallet. Carrying out E-Money transactions on behalf of another person is prohibited and may expose you to criminal liability; and

m. you will immediately notify our Customer Services Centre and the Police if your Device has been lost or stolen or you know or suspect that your Wallet has been used for fraud, embezzlement, money laundering, terrorism financing or other illegal activities or any other dishonest use. You will be liable to all Transactions, fees and any other damages incurred in relation to the lost or stolen Device or fraudulent use of DHIRAAGU Pay until we receive such notification from

you or the termination of DHIRAAGU Pay.

8.2. You agree to be responsible for any claims or liabilities arising out of your failure or failure on the part of your employees, agents, assignees, licensees or other users or third parties, to observe these conditions relating to your use or your permitted use of DHIRAAGU Pay.

9. FREEZING AND TERMINATION

9.1. You may request your Wallet to be closed at any time by completing and submitting the relevant request form. We may ask you to Cash-out your Wallet to a zero (0) Balance prior to termination.

9.2. DHIRAAGU reserves the right at its sole discretion to freeze or terminate or impose conditions or restrictions or change the procedures or mode of operation of DHIRAAGU Pay Service without giving any reason or notice under but not limited to, the following circumstances:

a. if we believe that you or any other party have in your use of DHIRAAGU Pay Service engaged in any dishonest, illegal, fraudulent or criminal conduct or misrepresentation;

b. you are in breach of any of the provisions of this Agreement or have engaged in any conduct prejudicial to us;

c. you have acted with bad or malicious intent;

d. you have submitted false documents or have declared false information during your application for DHIRAAGU Pay Service;

e. your SIM card or Mobile service with us is no longer operational or it has been cancelled; and

f. we cease providing DHIRAAGU Pay Service. Upon such termination all cash held in trust for you with the Custodian Bank shall be made good to you; and

g. there has been no Transactions from or into your Wallet for a period of twelve (12) months.

9.3. This Agreement may be terminated due to Force Majeure as set forth in Clause 2.

9.4. This Agreement shall terminate automatically upon the death of the Customer. The Balance may be claimed by your Next of Kin upon the presentation of the required legal documents that we will request from you at the relevant time.

10. CONSEQUENCES OF SUSPENSION, TERMINATION AND FREEZING

10.1. Unless this Agreement is terminated for suspected fraud, embezzlement, money laundering, terrorism financing or other criminal activities, subject to any applicable laws, MMA regulations, statutory or court orders, you will be

entitled to recover any E-Money left in your Account on termination by presenting your valid identification papers at any of our outlets.

10.2. If E-Money remains in your Wallet for a period of five (5) years after termination, it will be treated in accordance with the applicable Laws and Regulations with respect to funds left in dormant accounts.

11. WARRANTIES, AND LIMITATION OF LIABILITY

11.1. We do not warrant that all functionalities shall be available at all times and may withdraw any functionality or DHIRAAGU Pay in general as a direct result of new or amended legislation, regulations or policy or any other compelling reason.

11.2. We may provide additional functionality following integration with our partners and other entities providing you with specified services. By using such functionality to gain access to other platforms, you hereby agree to indemnify us against, and hold us harmless from any losses arising from your access to such external platforms.

11.3. We shall use reasonable efforts to ensure that all Transaction requests are processed in a timely manner. However, we make no representations or warranties as to continuous, uninterrupted or secure access to DHIRAAGU Pay Service.

11.4. DHIRAAGU will not be responsible for any claim unless caused by willful default attributable to Dhiraagu. 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:

a. Transactions made to unintended recipients or payments made in incorrect amounts due to the input of incorrect information by you;

b. Transactions made from your account by an unauthorised third party who passes all identity and verification checks;

c. any fraud, deception or misrepresentations by any other customer;

d. any damages resulting from a DHIRAAGU Pay decision not to accept or record a Transaction made by you through the DHIRAAGU Pay System;

e. failure of any other telecommunications or data transmission system other than the DHIRAAGU Pay System;

f. any result of any acts of government or authority, any act of God or Force Majeure Event.



Terms & Conditions for DHIRAAGU Pay Service

- 11.5. The limit of DHIRAAGU Pay liability to you shall not exceed the maximum Transaction Limit for the time being in force for any single event or series of events.
- 11.6. You agree to indemnify and hold DHIRAAGU harmless at all times against any claim brought against DHIRAAGU by a third party resulting from your breach of these Terms and Conditions.
- 12. GENERAL**
- 12.1. All intellectual property rights in the DHIRAAGU Pay are the property of DHIRAAGU and/or its affiliates. Any unauthorized reproduction, modification, distribution or republication of our intellectual property, without the express prior written consent of DHIRAAGU and/or its affiliates is strictly prohibited.
- 12.2. We shall not be liable to you if the performance of any of our obligations contained in this Agreement is delayed or prevented due to a Force Majeure Event. If such delay or failure continues for at least twenty-one (21) days, then either Party may terminate their engagement by notice in writing to the other. Upon such termination all cash held in trust for you in the Custodian Bank shall be made good to you.
- 12.3. You may transfer or try to transfer or assign any of your rights and responsibilities under this Agreement with our prior written approval after completing and submitting the relevant request form. We may transfer any of our rights without your permission, provided the level of service you now receive is not reduced as a result.
- 12.4. In the event that one or more of the provisions herein is for any reason held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, and that this Agreement as revised is consistent with the DHIRAAGU Pay original intent.
- 12.5. Either DHIRAAGU Pay failure to insist upon strict performance of the terms of this Agreement or to exercise any rights or remedies hereunder shall not waive any of its rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.
- 12.6. 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.
- 12.7. This Agreement is subject to and construed in accordance with the laws of the Republic of Maldives and the parties hereby submit to the exclusive jurisdiction of the courts of the Republic of Maldives in relation to any and all claims and disputes between the parties relating to or arising from this Agreement.
- 12.8. You agree to cooperate with us during the term of this Agreement in all matters relating to the Wallet, Transactions and the DHIRAAGU Pay System and to furnish us with such information and documentation in your possession that DHIRAAGU may reasonably request in order to undertake any enquiry or due diligence from time to time or to ensure legal compliance with applicable Laws and Regulations.
- 12.9. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior or contemporaneous oral or written agreements, understandings and representations, and can be modified only in writing by the parties. It is our intention that all the terms of the Agreement between us shall be in writing and you should ask for any variations or special terms to be recorded in writing. The terms and conditions herein may be translated into Dhivehi, but in the event of any inconsistency or uncertainty arising there from, this English version shall prevail over any other version.

