

'ATHURU MITHURU' - USER AGREEMENT

Dialog Axiata PLC (PQ38), having its registered office at No.475, Union Place, Colombo 02 ("**Dialog**" and may also be referred to as "**we**" / "**us**" / "**our**" in these Terms) is engaged in providing value added services via the Athuru Mithuru Application ("**Athuru Mithuru**" / "**Application**") through its existing telecommunications network to its subscribers (each a "**Customer**" and may also be referred to as "**you**" / "**your**" in these Terms). This Agreement ("**Agreement**") shall be effective upon acceptance of the terms and conditions ("**Terms**") by the Customer and shall remain in force until termination of same by Dialog.

The Customer agrees that any and all persons accessing, registering, using Athuru Mithuru under the Customer's account shall for all purposes hereinafter be deemed duly appointed representatives of the Customer and the Customer shall be liable for any and all action effected by such third party.

The Customer agrees to abide by the Terms and understands that the provision of the services of Athuru Mithuru is subject to the rules and regulations of Sri Lanka and/or any other regulatory or governmental authority of Sri Lanka.

The Customer further agrees that by accessing, registering, using or causing its duly appointed representatives to access, register or use Athuru Mithuru, the Customer confirms that the Customer has read and understood and thereby agrees to be bound by the Terms. As a user availing the services provided through Athuru Mithuru the Customer agrees to be bound by the Terms each time the Customer or its duly appointed representative/s accesses Athuru Mithuru.

TERMS AND CONDITIONS

Definitions

Capitalised terms used herein shall have the following meanings, or the meanings ascribed above, except where the context requires otherwise:

"**Content**" means all data, information, material and content, including but not limited to text, pictures, photographs, software, sound and graphics displayed/available on Athuru Mithuru;

"**Services**" has the meaning given to it in Clause 1.1;

"**Trade Marks**" mean the word or mark "Dialog", and all other marks associated with the Application, however represented, including stylised representations, all associated logos and symbols, and combinations of the foregoing with another word or mark;

1. Objective and Use of Content

1.1 The services that we are providing you via the Application consist of icons, pictures and voice recordings or provided to you as a result of your use of the Application ("**Services**"). Accordingly the objective of the Application is to enable Customers to access the Services.

2. Use

2.1 The Customer shall not in any event whatsoever make available the data in Athuru Mithuru and/or any Profile IDs to any third party.

2.2 The usage of Athuru Mithuru shall only be for the sole and limited purpose set out herein. As such, you acknowledge and agree that you are only permitted to use Athuru Mithuru and the Services as expressly set out in these Terms. You further agree that Athuru Mithuru and related Services are for your own personal use only.

2.3 In the event the Customer or its duly appointed representatives utilize Athuru Mithuru or effects an unauthorized function, Dialog may terminate the Customer's access to the Application and / or block the Customer's future access.

2.4 The Customer shall be solely responsible:

- a. for any and all activities carried out on the Application, including but not limited to icons, pictures and voice clips uploaded to the Application.
- b. for informing Dialog on an immediate basis of any threatened and / or unauthorized use of the Customer's account or any other breach of security.

2.5 You may not:

- a. reverse engineer or decompile (whether in whole or in part) any software used in Athuru Mithuru and/or the Services (except to the extent expressly permitted by applicable law).
- b. copy or use any material from Athuru Mithuru and/or the Services for any commercial purpose.
- c. remove, obscure or change any copyright, Trade Mark or other intellectual property right which may vest in Dialog, from any material copied or printed off from Athuru Mithuru.

2.6 Users that are not subscribers to the Dialog Network acknowledge that access to Athuru Mithuru and/or the Services may be restricted at the sole discretion of Dialog in the interest of fully subscribed customers of the Dialog Network.

2.7 You warrant that you will only use Athuru Mithuru and the Services in accordance with these Terms and in an appropriate and lawful manner and that you will not upload or transmit any content which is obscene, pornographic, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright) or otherwise objectionable or unlawful

3. Rights of Dialog

3.1 Dialog shall have the right at all times to activate / deactivate authorized functions assigned to the Customer from time to time or deny access to Athuru Mithuru by the Customer, with notice.

3.2 Dialog shall have the right not to grant access to the Customer in the following events:

- a. if authorized by or under law; or

- b. if providing access would be likely to prejudice an investigation of possible unlawful activity ; or
 - c. if providing access would be likely to prejudice :
 - i. the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of law imposing a penalty or sanction or breaches of a prescribed law; or
 - ii. the enforcement of laws relating to terrorism or crime; or
 - iii. the protection of the public or
 - iv. the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct; or
 - v. the preparation for, or conduct of, proceedings before any Court or Tribunal, or implementation of its orders by or on behalf of an enforcement body;
 - d. if an enforcement body performing a lawful security function requests Dialog not to provide access to the information on the basis that providing access would be likely to cause damage to the security of Sri Lanka
- 3.3 Dialog shall provide reasons for denial of access or refusal to divulge such information to the Customer.
- 4. Intellectual Property Rights**
- 4.1 Athuru Mithuru is owned and operated by Dialog. Unless otherwise specified, all data in the Application including but not limited to text, logos, proprietary marks, Trade Marks, icons, images and voice clips provided by Dialog with the initial installation as well as the selection, assembly and arrangement thereof shall be the sole property of Dialog. Nothing on Athuru Mithuru and/or the Services shall be construed as conferring any license or other transfer of rights to you of any intellectual property or other proprietary rights of Dialog, any member of the Dialog partnerships or any third party, whether by estoppel, implication or otherwise.
- 5. Access Information**
- 5.1 Following registration, you may be issued with Access Information that may be used to access Athuru Mithuru. Dialog reserves the right to change your Access Information at any time at its sole discretion and shall notify you of this change as soon as reasonably practicable.
- 5.2 Your account is to be used by a single user only and you will not allow simultaneous access using the same access information. You acknowledge that you are responsible for ensuring that no unauthorised access to Athuru Mithuru is obtained using your access information and that you are liable for all such activities conducted through your account, whether authorised or not.
- 6. Warranties**
- 6.1 The information / materials provided by Dialog is provided 'AS IS' and Dialog expressly disclaims making any express or implied warranties with respect to the fitness of the information / services provided for any particular purpose.
- 6.2 It is your sole responsibility to satisfy yourself prior to using Athuru Mithuru and the Services in any way that they are suitable for your purposes and up to date. The Services are periodically updated and you should check the Application and the Services regularly to ensure that you have the latest information. You should also ensure that you download the most up to date version of Athuru Mithuru and the Services.
- 6.3 Dialog assumes no responsibility for and does not endorse unless expressly stated, Content created or published by third parties that is included in Athuru Mithuru and the Services or which may be linked to and from Athuru Mithuru.
- 6.4 Dialog is not responsible for any problems or technical malfunction of any mobile phone or mobile device, telephone network or lines, computer online systems, servers or providers, computer equipment, software or failure of any email due to technical problems or traffic congestion on the internet or on the Service or combination thereof, including any injury or damage to users or to any person's mobile phone, mobile device or computer related to or resulting from participation or downloading materials in connection with the Service.
- 7. Termination**
- 7.1 The Customer agrees that Dialog retains the right to terminate the Customer's access to Athuru Mithuru at any given time for any reason whatsoever, with notice thereto.
- 8. Reliance on the Functions Offered and Indemnification**
- 8.1 By accessing Athuru Mithuru and performing the functions, the Customer agrees that in no event will Dialog be liable to the Customer or any third party for any functions effected by the Customer or any third party. The Customer further agrees to hold Dialog and its agents and representatives harmless against any liability for any loss, claim or damage arising from the Customer's use of Athuru Mithuru or due to any breach of the Terms hereto including but not limited to any direct, indirect, incidental, punitive or consequential damages.
- 9. Limitation of Liability**
- 9.1 By accessing Athuru Mithuru, the Customer agrees that Dialog is not and may not be held liable for any direct, indirect, incidental, punitive, special or consequential damages arising out of or relating to the use of or inability to use Athuru Mithuru, even if Dialog has been advised of the possibility of such damages.
- 9.2 All conditions or warranties which may be implied or incorporated into these Terms by law or otherwise are hereby expressly excluded to the extent permitted by law.
- 9.3 Your only remedy under these Terms is to discontinue using the Application and the Services.
- 10. Indemnity**
- 10.1 The Customer shall indemnify and keep Dialog fully indemnified from and against all actions, claims, demands, cost, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by Dialog resulting (directly or indirectly) from any breach or non-performance of conditions contained in these Terms on the Customer or arising directly or indirectly out of any negligent act or omission, willful default or breach of statutory duty on the part of the Customer.
- 10.2 You hereby agree to fully indemnify and to hold Dialog harmless from and against any claim brought by a third party resulting from the use of Athuru Mithuru and the Services or the provision of Content to Dialog by you and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal

costs and expenses), or liabilities, whatsoever suffered or incurred directly or indirectly by Dialog in consequence of such use of Athuru Mithuru and the Services or provision of Content or your breach or non-observance of any of these Terms.

11. Governing Law and Jurisdiction

11.1 Athuru Mithuru and the Terms hereto shall be governed and construed in accordance with the laws of Sri Lanka.

12. Variation, Modification and Severability

12.1 Dialog reserves the right to effect any amendments / modifications to the Application and to the Terms at any time. By continuing to use this Application you will be deemed to have accepted the varied Terms. If any of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then the relevant provision shall be deemed severable from these Terms and the severability of such provision shall not affect the validity and enforceability of any remaining provisions.

12.2 Dialog reserves the right to modify Athuru Mithuru and/or the Services or suspend or terminate the Application and / or the Services or access to part or all of them at any time.

13. Monitoring / Recording of Communications

13.1 Monitoring or recording of activities on the Application may take place when required in accordance with the law, and in particular for Dialog's business purposes, such as for quality control and training, and to ensure effective systems operation and in order to prevent or detect crime.

14. Termination

14.1 Dialog may elect to suspend, vary or terminate the Services and Athuru Mithuru at any time without prior notice for repair or maintenance work or in order to upgrade or update Athuru Mithuru and the Services or for any other reason whatsoever.

14.2 Dialog may elect to terminate the Services or your access to Athuru Mithuru forthwith on breach of any of these Terms by you or if Dialog ceases to offer Athuru Mithuru and the Services to its customers for any reason whatsoever.

15. Privacy Policy

15.1 The Customer agrees and accepts in full the privacy policy available at www.dialog.lk/privacy-policy.

16. Waiver

16.1 Dialog's failure to exercise any particular right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Dialog in writing.

17. Representations

17.1 You acknowledge and agree that in entering into these Terms you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms as a warranty. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.

18. Rights of Third Parties

18.1 A person who is not a party to this Agreement has no right of enforcement of any term or condition contained herein.

19. Force Majeure

19.1 Dialog shall not be liable in respect of any breach of these Terms due to any cause beyond its reasonable control including but not limited to, act of God, inclement weather, act or omission of Government or public telephone operators or other competent authority or other party for whom Dialog is not responsible.