

E Service Registration Terms and Conditions

Acceptance of These Terms and Conditions

Please read these terms carefully. These terms, together with the terms and conditions stipulated in the Subscriber Agreement ("Subscriber Agreement") already executed between the Company [i.e Dialog Axiata PLC] PQ38] and you (together, "the Terms and Conditions") are the Terms and Conditions which apply to "Dialog E-Services" (the "Service"). If you do not agree with same, you should not proceed with registration. By continuing to register and/or use the Service you agree to be bound by these Terms and Conditions.

1. Description Of The Service

- i. This Service allows you to send in request(s) pertaining to your mobile telephone connection in use via an e-mail account which you have registered with the Company using any of the methods described in Clause 2 below.
- ii. You are allowed to request the following facilities through the E-Service
 - (i) Disconnection and reconnection
 - (ii) Address change, in this case you are required to use the connection for a minimum period of six (6) months prior to such request
 - (iii) Bill format changes (i.e detailed or summary bills)
 - (iv) Credit modifications (i.e credit limit enhancement, category changes)
 - (v) Connection modification of VAS and other service under your NIC

2. Registration for The Service

You can register for the service by filling in this form which will be available at all Dialog Customer Service Centres.

In the event if you are using a corporate package under a particular institution in addition to the above, you are required to submit a letter on a company letterhead signed by an authorized signatory.

3. Disclaimer

The Company disclaims liability for verification of instructions/details provided by you in any circumstance described in Clauses 1 and 2 above and further disclaims liability for acting in reliance of the contents thereof and in accordance with the directions contained therein notwithstanding that such instructions may have been initiated or transmitted in error or fraudulently or may have been altered, misunderstood or distorted in the course of transmission.

4. Indemnity

In consideration of the Company acting in accordance with instructions received as set out in Clause 1 and/or 2., you shall indemnify the Company its subsidiaries, affiliates, assigns and successors and save harmless at all times from and against all claims, actions proceedings, losses, damages, interests, costs, charges, expenses, obligations and any detriment of whatsoever kind or nature (whether actual or contingent) suffered or incurred, sustained by or threatened against the Company whatsoever and howsoever arising in consequence or attributable to the Company effecting any requests made in accordance with instructions received as set out above.

5. Lawful Purposes

You acknowledge and agree to use the Service solely for lawful purposes. In this respect You may not, without limitation

- (a) intercept or monitor, damage or modify any details which is not intended for you,
- (b) use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Service or the communication,
- (c) send any unsolicited commercial communication not permitted by applicable law, or
- (d) expose any other user to material which is offensive, harmful to minors, indecent or otherwise objectionable.

6. Terms and (consequences of) Termination

- i. 'Term' This Agreement will be effective from the date you get registered for the Service (Effective Date) and will remain effective until terminated by either by the Company or you as set forth below.
- ii. 'Termination by the Company' Without limiting other remedies, the Company may at its discretion modify, discontinue, limit, suspend, or terminate your access to this Service and/or disconnect your mobile telephone connection with immediate effect, if we think that you are in breach of the Subscriber Agreement and the terms contained herein creating problems, possible legal liabilities, acting inconsistently with the letter or spirit of the Subscriber Agreement and the terms contained herein and/or applicable laws and regulations, engaging in fraudulent, immoral or illegal activities, or for other similar reasons. The Company shall effect such termination by providing notice to the email address you have provided, and/or by way of a letter to the address you have provided and/or by way of sending a SMS or calling your mobile telephone number.
- iii. 'Termination by You' You may terminate this Service with immediate effect at any time, with or without cause and without recourse to the courts, provided that you will meet with the Terms and Conditions. You shall inform the Company of your intention to terminate / suspend this Service by way of an e-mail from the email address you have provided or by way of a letter.
- iv. 'Consequences of Termination' Upon termination of this Service, you acknowledge and agree that
 - (a) all rights to use the Service shall terminate, and
 - (b) If you wish to re-register for the Service you shall follow the registration process provided herein.