

REQUIREMENTS

Please complete this form in full BLOCK LETTERS and attach the following document (where applicable).

- A.** Attach a copy of the Business Registration Certificate / Certificate of Incorporation of a Company which should have been incorporated not less than (03) months from the date hereof and Form 48 (in case of a limited liability company) and a document for verification of mailing address (any utility bills - such as bills relating to Water Electricity/Bank Statement etc.) which shall not be dated beyond a period of six (06) months from the date hereof.
- B.** Application to be sealed with the company emboss seal if it is a limited liability company or any other authorised seal (in case of other bodies other than a limited liability company) and duly signed by the authorised signatories.

TERMS AND CONDITIONS

1. DEFINITIONS

"Access Fee" means the monthly network rental charges or charges payable by the Customer as determined by Dialog for the Service rendered. If the service has been received on any day other than the 1st day of the month, the fee prorated according to the number of days remaining in that particular month in which the access of service occurred.

"Agreement" means the agreement for Service made between Dialog and the Customer in accordance with these Terms and Conditions.

"AIR" means Automatic International Roaming.

"Bill" means a monthly statement produced by Dialog stating charges due to Dialog from the Customer on any particular connection.

"Call Charges" means charges payable by a Customer in connection with usage of the Service, calculated based upon time units incurred or used by a Customer.

"Change Trust Fund" means a usage - based fund - raising scheme that brings together Dialog and its subscribers to help fund Dialog's charitable initiatives. Under this scheme subscribers are invited to donate one half of one percent of disadvantaged sectors of society through various government - approved charities.

"Commitment" a minimum payment limit that is imposed upon a customer in certain packages.

"Connection Fee" means a non - refundable fee, as may be determined by Dialog from time to time to be paid by an applicant to Dialog at the time of submission of the Registration form to become a Customer.

"CLI" means Calling Line Identification and is the originating telephone number and name of the originating caller/subscriber.

"CLIR" shall mean Calling Line Identification Restriction.

"CUSTOMER or SUBSCRIBER" in this account registration form shall mean and include any company, sole proprietorship, partnership, association, corporation, government body, Non-Governmental Organisation, Semi Governmental Organisation or any other legal body (excluding an individual person), whose registration to subscribe to the services offered by Dialog has been accepted.

"Dialog" means Dialog Axiata PLC.

"DiaMail" means an e-mail notification enabling the customer to receive an e-mail notification on the mobile.

"Due Date" means the last date for payment of Bill by the Customer as determined by Dialog from time to time on the Bill.

"E - Bill" means the facility of receiving the monthly bill to designated e-mail address.

"E - mail" means Electronic Mail, which are messages, sent from one person to another via a computer.

"E - volution" means a host of information services offered based on SMS like FOREX information, ATM locations, Roaming information, Stock Market Information, Mobile Dictionary, Fax, e-mail etc.

"FAF" Friends and Family.

"FREE MINUTES" the free charge talk time that is being offered by Dialog based on the type of package.

"GPRS" means General Packet Radio Service: a radio technology for GSM networks that adds packet-switching protocols.

"GSM" means Global System for Mobile Communications, which is the name of a land mobile pan-European digital cellular radio-communications system.

"IDD" means International Direct Dialling facility.

"IMEI" means International Mobile Equipment Identification, which is a unique electronic serial number sealed into the Mobile Equipment.

"International Roaming Services" means telecommunication services which allows the customer to automatically make & receive voice calls, send & receive data, or access other services when travelling outside the geographical coverage area of Dialog, by means of using a visited network.

"IVR" means Interactive Voice Responder.

"Local Call Deposit" means a refundable deposit, which may become applicable depending on the type of package as maybe determined by Dialog from time to time which shall be paid by the Customer to Dialog at the time of submission of the Registration Form and which Dialog may utilise to set off any outstanding dues from the Customer.

"Mobile Equipment" means equipment with a transmitter and receiver, which do not contain any individual information.

"Service" means the telecommunication services offered by Dialog to the Customer.

"Mobile Station" is composed of the Mobile Equipment and SIM Card, which facilitate the use of the Service, offered by Dialog.

"PIN" means personal Identification Number.

"Reconnection Fee" means a non-refundable fee imposed by Dialog from time to time to be paid by Customer to Dialog upon the Customer's request for a reconnection of Service that has been disconnected.

"REF Code" means the reference code allocated for each individual customer at the time of entering into a transaction.

"SIM Card" means Subscriber Identity Module card which is a small printed circuit board that must be inserted in any GSM based mobile phone when signing on as a Customer / subscriber and contains Customer / subscriber details, security information and memory for a personal directory of numbers together with data that identifies the caller to the network service provider.

"SOG Code" means Single Owner Group and "SUG Code" means Single User Group.

"SMS" means Short Message Service: available on Dialog GSM allowing text messages to be sent and received via Dialog "GSM" message center.

"SMSR" means Short Message Service Roaming.

"Tariff Rate" means charges and fees levied for the subscription and the usage of Service as imposed by Dialog from time to time or duly endorsed by competent authorities.

"VAS" means Value Added Services offered by Dialog Axiata with regard to its Services.

"WAP or W@P" means Wireless Application Protocol, a standard for accessing the Internet with wireless devices, e.g. mobile phones.

"Warranty Period" means the warranty period for a SIM card which shall be a period of one year from the date of purchase.

"WC 1" means watch category 1 which is the credit limit under which a new customer will be categorized.

"WC 2" means watch category 2 which is the credit limit to which an existing customer would be upgraded.

"Web billing" means the facility to be able to view the monthly bill on - line logging into the Dialog website.

2. Duration of Agreement

This agreement between the Customer and Dialog shall be in force from the date of acceptance of the Customer's registration and shall continue unless terminated in accordance with these Terms and Conditions.

3. CUSTOMER'S OBLIGATIONS, RIGHTS AND LIABILITIES

Throughout the duration of the Agreement the Customer shall:

3.1 bear full responsibility for the usage of the Service using this connection and shall promptly pay all charges arising from subscription to and the usage of the Service.

3.2 promptly pay all amounts due to Dialog as reflected in the Bill. The Customer shall be jointly and severally liable for any amounts due to Dialog.

3.3 not be entitled to any refund of subscription or monthly rental in the event of any interruption of Services.

3.4 ensure that the Customer's Mobile Equipments and SIM Cards are lawfully owned/possessed not in contravention of any laws or regulations of Sri Lanka.

3.5 report immediately to Dialog, and submit a police report with regard to same if requested by Dialog, upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to Mobile Station and its use.

3.6 use all precautions to prevent the loss or theft of the SIM Cards and shall immediately notify Dialog in the event the SIM Card is lost or stolen or otherwise destroyed or damaged.

3.7 pursuant to Clauses 3.5 and 3.6 above the Customer shall be liable for all call charges incurred until the loss or theft is reported to Dialog and the Services disconnected.

3.8 in the event the Customer requires a replacement of a SIM Card for any reason whatsoever, other than due to any manufacturing defect, during the Warranty Period, the Customer shall pay for the replacement of such SIM Card.

3.9 not change or transfer the ownership of the SIM Card unless prior written notice has been served to Dialog and approval has been obtained.

3.10 register with Dialog if the Customer intends to obtain a new SIM Card and pay all fees and charges required for the new subscription.

3.11 inform Dialog in writing of any change of address and/or employment or business.

3.12 in the event the Customer opts for a package with a payment commitment as indicated overleaf, the Customer shall for the time period stipulated therein pay such minimum monthly commitment charge to Dialog regardless of actual usage of the Service.

3.13 request Dialog to revoke the said commitment prior to expiry of the said commitment period provided however, that in such event, the Customer shall be subject to the regular tariffs of Dialog.

3.14 obtain Dialog's Telecommunication Services including all Value Added Services as desired. Dialog shall not be responsible for any restriction on the use of any VAS's imposed by Dialog's Telecommunication Services System and Dialog shall not be held responsible by the subscriber for same. E.g.: Subscriber-A having CLIR on his handset calling Subscriber-B having CLI will restrict CLI on Subscriber-B's handset.

4. PAYMENT

4.1 Upon submission of the registration form and acceptance of the Dialog, the Customer shall pay to Dialog a refundable deposit and such other payments connected with the registration of the subscription for the Service, as stipulated by Dialog.

4.2 The refundable deposit shall be held to the Customer's credit and refunded to the Customer without interest after termination of the Agreement, subject to deduction of any amounts due to Dialog from the Customer.

4.3 In the event of any fees or charges remaining unpaid after becoming due, Dialog reserves the right to charge interest at the rate of 2% of the total amount due for the period between the Due Date and the Date of Settlement.

4.4 The Customer agrees to bear all legal costs and expenses incurred by Dialog in recovering any monies, charges costs and expenses payable by the Customer under these terms and conditions and the Customer also indemnifies Dialog against all costs, expenses payable by the Customer.

4.5 The Customer shall bear all stamp duty, service, tax charges any other cost or charge imposed by law.

5. SUSPENSIONS AND TERMINATION

5.1 The Customer may terminate the Agreement by giving Dialog at least four (4) working days prior notice in writing.

5.2 Dialog shall be entitled at its absolute discretion to suspend/terminate the Service or Agreement at any time without being required to give any reason whatsoever.

5.3 Upon termination of the Agreement by either party, the Customer shall be liable to Dialog for the following, and shall upon the demand of Dialog, settle its account promptly:

(a) The monthly subscription fee the whole month in which the termination took place.

(b) Any call charges incurred by the Customer up to and including the effective date of termination.

(c) Any other outstanding amounts pertaining to any of its subscriptions.

5.4 A suspension or disconnection of the Service by Dialog shall not be regarded as a termination by Dialog of this Agreement.

5.5 Dialog may terminate the Service in the event its license to operate and provide the Service granted by the Government/Governmental Authority is withdrawn or not renewed for any reason whatsoever.

5.6 Dialog may terminate the Service if it comes to the notice of Dialog that any gift or consideration of any kind was offered or given to any Dialog employee or authorised agent by such Customer as an inducement or reward to assist such Customer in being accepted as Customer of the Service or to facilitate the acceptance of a Customer's Account Registration Form Application.

5.7 Dialog may terminate this Agreement in the event it is brought to Dialog's notice that the Service and/or Mobile Station is utilized by the Customer or any person authorized by it for illegal purposes and in contravention of any law, or if the subscription for the Service has been obtained on the production of forged and/or fraudulent documentation and information.

5.8 Dialog may in its absolute discretion reconnect and restore the Service to any Customer, upon the written request of the Customer subject to the payment by the Customer of the Reconnection Fee and any other charges as determined by Dialog.

5.9 Dialog shall be entitled to vary the amount of deposit, fees, and charges for the Service by notice to the Customer.

5.10 Dialog shall be entitled to cause all Mobile Equipment purchased from Dialog to be network locked and may unlock same, at the discretion of Dialog, upon the Customer's request subject to the payment of relevant charges by the Customer as determined by Dialog.

5.11 Dialog shall not be responsible or liable whatsoever for ownership of Mobile Equipment used by the Customer to obtain services.

5.12 Dialog shall not be liable to any Customer or any third party authorised by or claiming through the Customer for any loss or damage, whether direct indirect special or consequential, or loss of business revenue or profits or of any nature suffered by any Customer or any person authorised by the Customer, or for any injury caused to or suffered by a person or property arising from/ or occasioned by:

(a) the use of the Service and Mobile Station by the Customer or any persons authorised by the Customer.

(b) any malfunction or defect in the Mobile Station or the loss of the Mobile Station or Service for whatever reasons.

5.13 Dialog shall not be liable for:

(a) any claim for libel, slander, infringement of copyright arising from the transmission and receipt of material in connection with the Service and any claims arising out of any act or omission of the Customer in relation to the Services

(b) any loss or damage caused to the Customer as a result of the suspension/termination of the Agreement and the interruption /loss of the Service due to any cause.

5.14 Dialog shall replace any defective SIM Card free of charge only if it is due to any manufacturing defect.

5.15 In the event the Customer breaches any term relating to the commitment stipulated in Clause 3.12 herein, Dialog shall be entitled to immediately convert the Customer's package to one of Dialog Axiata's regular tariffs.

5.16 The Customer hereby indemnifies Dialog and agrees that Dialog shall have the unconditional right to disclose customer identification information and/or details relating to phone calls that have been made and received by the customer to any third party in an instance which requires such information/details to be disclosed:

(a) by operation of law; and/or

(b) upon a Court Order to such effect; and/or

(c) pursuant to a requirement imposed by a statutory in keeping with the provisions of law governing such statutory authority; and/or

(d) by any law governing any legal body.

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