

## TERMS AND CONDITIONS

### 1. Definitions

- 1.1 "DBN" shall mean Dialog Broadband Networks (Private) Limited (Company Registration No.PV261), a Company duly incorporated under the laws of Sri Lanka and having its registered office at No. 475, Union Place, Colombo 2.
- 1.2 "Subscriber" shall mean the person or entity stated under 'Subscriber's Name' herein.
- 1.3 "Section" shall mean the relevant section in this Subscriber Agreement
- 1.4 "Services" shall mean telecommunications services provided hereunder.
- 1.5 "Bill" shall mean the invoice issued to the Subscriber for Services provided during the period to which such invoice pertains.
- 1.6 "Agreement" shall mean this Subscriber Agreement.
- 1.7 "Connection Charge" shall mean a non-refundable upfront payment for the connection of the Services by DBN to the Subscriber.

### 2. Commencement of Agreement

- This Agreement shall become effective upon fulfillment of all of the following:
- 2.1 Due completion and signature by the Subscriber of this Agreement.
- 2.2 Payment of Connection Charge for connection of the Services hereunder.
- 2.3 Payment of any required deposits hereunder.
- 2.4 Submission of satisfactory proof of billing of the Installation Address as stated overleaf.
- 2.5 Submission of satisfactory proof of identity of the Subscriber and where the Subscriber is an incorporated entity – submission of documents of certification of registration and signature of this Agreement by an authorised signatory of such entity.
- 2.6 The Subscriber not owing DBN any dues in lieu of any other services provided by DBN or under any other Agreement existing between the Subscriber and DBN.

### 3. Charges and Payments

- 3.1 The Subscriber shall pay all charges mentioned in Clauses 2.2 and 2.3 herein inclusive of taxes and any other applicable deposits for any additional value added services requested by the Subscriber.
- 3.2 Services hereunder shall be provided only on due payment of all charges stipulated in Clause 3.1 and any other charges relevant at the time of subscription.
- 3.3 DBN shall be entitled to charge One (01) month's applicable rental in advance under the initial Bill to the Subscriber for services hereunder.
- 3.4 Where DBN accepts payment for the Connection Charge or for Services by way of cheque, DBN reserves the right to terminate this Agreement or suspend Services provided or withhold provision of Services (if Services have not commenced), in the event such cheque is dishonoured due to any reason whatsoever.
- 3.5 Cheque payments shall be credited to Subscriber's account only upon realization.
- 3.6 The Subscriber shall settle all Bills as stipulated in Clause 4 herein.
- 3.7 Where the Subscriber has agreed to payment of a minimum monthly commitment as indicated in this Agreement, such payment shall be made to DBN for the duration indicated overleaf – regardless of the actual usage of Services. In the event of termination by either Party of this Agreement or suspension of Service the aforesaid payment shall continue to be paid during the balance period of commitment in case of suspension/disconnection of Services, or shall be settled in full at the time of termination in case of termination of the Agreement for any reason whatsoever.
- 3.8 In the event the Subscriber wishes to subscribe for additional services or value added services than those mentioned herein, the Subscriber may do so by payment of the applicable charge for provision of such services and execution of any documents required by DBN subject to relevant terms and conditions pertaining to such value added service.
- 3.9 DBN shall be entitled to vary its charges without prior notice to the Subscriber, whether pertaining to initial subscription of Services or subsequent subscription of additional Services.
- 3.10 DBN shall be entitled to set off from any deposits, paid and/or rentals paid in advance by the Subscriber any charge owed by the Subscriber to DBN, without prior notice.
- 3.11 In the event the Subscriber has opted hereunder to settle the Connection Charges in installments, such installment payment shall be governed by the terms and conditions of any agreement entered into between the Subscriber and the entity arranging such installment payment scheme. Such installments shall be settled as and when they fall due even if Services are suspended/disconnected due to any reason whatsoever and settled in full if this Agreement is terminated for any reason whatsoever.
- 3.12 Where the installment payment scheme is provided by an entity other than DBN, DBN shall not be responsible for such scheme and any queries, disputes, payments pursuant to such scheme shall be directed by the Subscriber to the said entity.
- 3.13 Where the installment payment scheme is provided by DBN, monthly installments under the scheme will be invoiced to the Subscriber in his/her/its Bill.
- 3.14 DBN shall be at the sole discretion to accept any written request of the Subscriber to change the existing area code and/or package, however such change shall be subject to terms and conditions applicable at that time.

### 4. Payment of Bills

- 4.1 The Subscriber shall be responsible for all usage of the Services whether by the Subscriber or otherwise, whether calls taken are local or international direct dial and whether usage has occurred with or without the knowledge/authority of the Subscriber.
- 4.2 DBN shall be entitled to issue Bills to the Subscriber according to DBN's prevalent tariffs, at a frequency determined by DBN.
- 4.3 Notwithstanding termination of this Agreement, the Subscriber shall settle all Bills by the date for payment of such Bill as would be stipulated in the Bill.
- 4.4 In the event of delay by the Subscriber in settling any Bill the Subscriber shall pay interest at the rate of two per cent (02%) per month of the outstanding amount due.
- 4.5 In the event any payment by way of cheque is dishonoured due to any reason whatsoever, the Subscriber shall pay DBN a charge as penalty as would be stipulated by DBN in lieu of such dishonoured cheque. In the event of dishonour of any cheque, the amount under such cheque shall be considered as an outstanding payment to DBN and shall be subject to interest as per Clause 4.4. Dishonoured cheques will not be utilized again in settlement of the relevant Bill or any other Bill, and settlement of the relevant Bill shall be done only by payment of cash.
- 4.6 In the event the Subscriber fails to settle any Bill by the date stipulated in Clause 4.3, DBN shall be entitled to disconnect/suspend Services provided hereunder and refrain from providing any new Services until all outstanding amounts, including all interest charged thereon are settled in full and any charge levied by DBN for reconnection of Services is paid.
- 4.7 In the event the Subscriber fails to settle Bills pertaining to the Services provided under this Agreement, DBN shall be entitled to disconnect/suspend Services provided to the Subscriber under any other Agreement until such outstanding amount is settled as mentioned in Clause 4.6.
- 4.8 The credit limit provided to the Subscriber shall be as stated in "Package Details" of this Agreement.
- 4.9 In the event the Subscriber's cumulative outstanding charges exceeds the limit of credit provided to the Subscriber by DBN even though a Bill may not be generated, DBN shall be entitled to require the Subscriber to settle amount in excess or any other amount determined by DBN, which if not settled shall entitle DBN to suspend/disconnect Services until such amount is paid.
- 4.10 All tariffs shall be subject to change at the discretion of DBN, without prior notice to the Subscriber.
- 4.11 The Subscriber shall pay any levies, taxes or duties imposed by the Government from time to time relating to the use of the Services.
- 4.12 Call data and information recorded in DBN's billing system shall be deemed correct for all intents and purposes hereunder, including for billing purposes and shall be conclusive in the event of any dispute.
- 4.13 In the event the Services are suspended/disconnected for any reason whatsoever, the Subscriber shall pay any charges stipulated by DBN for reconnection of Services.
- 4.14 DBN shall not be responsible to dispatch Bills to the Subscriber other than to the address as per Clause 2.4 herein or any other address the Subscriber has formally informed DBN as the new billing address provided DBN's requirements of proof of such address are fulfilled.
- 4.15 All provisions relating to Bills herein shall not be applicable where the Services subscribed for are prepaid services.

### 5. Ownership of Handset/Accessories

- 5.1 Ownership of the telephone handset, any antennae and any other accessories provided by DBN hereunder shall always remain with DBN.

### 6. Obligations of the Subscriber

- 6.1 The Subscriber shall not attempt to sell, transfer, rent out, lease or lend the handset or accessories to any other party or represent to any person that the Subscriber has the right to do so.
- 6.2 The Subscriber shall not remove the handset or accessories from the location as per Clause 2.4 without formally informing DBN and fulfilling all documentation required by DBN.
- 6.3 The Subscriber shall maintain the handset and accessories in good order and avoid using the same at improper operational environments, which are outside the normal home/office conditions in terms of excessive corrosive atmosphere, temperature, humidity, shock or vibration to ensure that no damage occurs to same either by impact or other causes within the control of the Subscriber.
- 6.4 The Subscriber shall always follow instructions given by DBN as to the proper use and maintenance of the handset and accessories.
- 6.5 The Subscriber shall not use the Services for any purpose which is unlawful, illegal or is prohibited by any authority or by DBN.
- 6.6 The Subscriber shall not at any time tamper with, alter, replace, dismantle, modify, repair and/or attach any accessory/ancillary item to the handset or accessories provided by DBN hereunder or obliterate any marks thereon.
- 6.7 In the event of need of repair to the handset or accessories, the Subscriber shall hand over same to DBN or an authorised agent of DBN for such repairs to be carried out. The Subscriber shall pay DBN the charge stipulated by DBN for the repairs in the event DBN determines that the repair is one requiring payment for by the Subscriber.
- 6.8 Terms and conditions pertaining to maintenance of the handset and accessories shall be as per the Dialog Fixed Line 'Coverplus' Maintenance Terms and Conditions issued to the subscriber with the handset, and DBN shall be entitled to amend same (including but not limited to conditions relating to the services) at any time without notice to the Subscriber.
- 6.9 In the event of intentional or malicious loss of or damage to the handset or accessories due to negligence, willful act or any other fault of the Subscriber, its employees, agents, visitors, licensees, contractors or anyone authorised by the Subscriber shall pay immediately to DBN the costs of repair/replacement of such damaged handset or accessory(s) as per the values stipulated by DBN.
- 6.10 Any damage to or loss of the handset or accessories shall be informed to DBN immediately.
- 6.11 The Subscriber shall not attempt to use the handset or accessories provided by DBN for accessing any other network than DBN.
- 6.12 Any requests by the Subscriber for temporary or permanent disconnection of any Services or any other request shall be informed in writing to the point of contact stipulated by DBN.
- 6.13 Any request for subscription of any Service or value added service shall be made only in writing.
- 6.14 Where the connection provided hereunder is connected to a PABX or other system of the Subscriber, DBN shall not be responsible for the maintenance of or functioning of such PABX or other system which shall be the responsibility of the Subscriber. Nor shall DBN be liable for any non-functioning of Services due to fault in such PABX or other system.
- 6.15 The Subscriber shall be responsible for provision of electricity for charging of the handset.
- 6.16 The Subscriber shall immediately inform DBN of any change in his/her/its billing and/or installation address.
- 6.17 The Subscriber shall permit at all reasonable hours DBN and its authorised personnel to access the Subscriber's premises for purposes of maintenance of the handset and accessories or verification of the Subscriber's compliance to the terms and conditions herein.
- 6.18 In the event of seizure by any authority of the handset or accessories provided hereunder due to suspicion of illegal use or any other reason whatsoever – whether reason for such seizure was known to the Subscriber or not, the Subscriber shall immediately inform of same to DBN and indemnify DBN for the value of such handset and accessories as would be stipulated by DBN.
- 6.19 In the event of incurring of any expense by DBN (including but not limited to legal costs) due to breach by the Subscriber of any term herein, the Subscriber shall immediately reimburse such sum to DBN on notification of same by DBN.
- 6.20 Any approvals required by the Subscriber - statutory or otherwise, to obtain Services hereunder shall be obtained by the Subscriber.

### 7. Rights of DBN

- 7.1 DBN shall be entitled to suspend/disconnect Services and/or terminate this Agreement in the event of breach by the Subscriber of any term herein.
- 7.2 DBN shall be entitled to suspend/disconnect Services and/or terminate this Agreement in the event DBN has reason to believe that the Subscriber has used the Services for illegal/immoral purposes – including but not limited to illegal voice termination or for purposes prohibited by DBN. In the event of such suspension/disconnection of Services or termination of this Agreement, the Subscriber shall however be liable to immediately settle all outstanding dues to DBN under and in keeping with this Agreement.
- 7.3 DBN shall be entitled to change the number of the connection of the Subscriber with notice to the Subscriber.
- 7.4 DBN shall be entitled to terminate this Agreement at any time with or without notice to the Subscriber.
- 7.5 In the event the Subscriber fails to settle any sum owed to DBN hereunder, DBN shall be entitled to set off such sum against any deposit the Subscriber may have paid DBN under this or any other Agreement.
- 7.6 DBN shall be entitled to reject any application by the Subscriber in future for any reason DBN deems fit including, but not limited to, existence of outstanding sums payable to DBN by the Subscriber for any service whatsoever provided by DBN.
- 7.7 Where the Subscriber has obtained a pre-paid connection, a long period of non-use of the connection shall entitle DBN to collect the handset and the accessories provided to the Subscriber.
- 7.8 Subject to Clause 9 herein, where the Subscriber has obtained more than One (01) connection and any One (01) connection is disconnected due to default of bill payment by the Subscriber, DBN shall be entitled for immediate disconnection of the other connection(s) as well.
- 7.9 In the event of full settlement of the total outstanding by the Subscriber pursuant to termination of this Agreement and if the connections are activated, it is deemed that the parties have mutually agreed to revive the terminated Agreement and obliged by the terms and conditions therein.
- 7.10 DBN shall be entitled to refuse to provide Services, issue the Subscriber a connection and/or terminate this Agreement in the event the Subscriber owes any sum to DBN or any of its affiliate entities for any reason whatsoever.

### 8. Limitation/Exclusion of Liability

- 8.1 DBN shall not be liable in any manner whatsoever for interruption in Services.
- 8.2 DBN shall not be liable in any manner whatsoever for non-transmission of any data or SMS using the Services.
- 8.3 DBN shall not be liable in any manner whatsoever for any loss of business, loss of revenue, consequential or incidental loss or any other loss to the Subscriber as a result of suspension of Services or termination of this Agreement for any reason whatsoever or exercise of any right of DBN hereunder.
- 8.4 DBN shall not be liable for any interference or adverse effect caused to any other equipment/apparatus of the Subscriber due to operation of Services provided hereunder.

### 9. Termination

- 9.1 The Subscriber may terminate this Agreement at any time with written notice to DBN subject however, to Clauses 3.7, 3.11 and 4.3 herein
- 9.2 DBN may terminate this Agreement with immediate effect under Clauses 7.1 and 7.2 herein.
- 9.3 DBN shall be entitled to terminate this Agreement with immediate effect in the event it has reason to believe that the Subscriber has caused damage to the handset and/or accessories wilfully, negligently or due to other fault of the Subscriber.
- 9.4 In the event of termination of this Agreement by either Party due to any reason, the Subscriber shall immediately settle all dues to DBN hereunder as at the date of such termination.
- 9.5 On termination of this Agreement, the Subscriber shall immediately return to DBN the handset and accessories provided hereunder and any damage to or loss of same shall be made good to DBN at rates stipulated by DBN. In the event the Subscriber fails to so return, DBN shall be entitled to repossess same from the Subscriber from his/her/its premises and charge from the Subscriber all costs of repossession of same – whether relating to legal proceedings or otherwise.
- 9.6 DBN shall be entitled to terminate this Agreement in the event of cessation of business/operations of the Subscriber organization (where the Subscriber is an organization) and/or death of the Subscriber (where the Subscriber is an individual).
- 9.7 DBN may terminate this Agreement in the event of occurrence of any circumstance beyond its control rendering continued provision of Services impossible or impracticable.
- 9.8 DBN shall be entitled to terminate this Agreement with immediate effect in the event DBN's operations relating to provision of Services is required to be discontinued due to Government regulations or operation of any law/regulation.
- 9.9 DBN shall be entitled to terminate this Agreement with one (01) month's notice to the Subscriber in the event during the term of this Agreement the handset and accessories provided hereunder needs to be replaced regularly due any reason other than that directly and solely attributable to DBN.
- 9.10 This Agreement shall be deemed terminated in the event DBN's operations or business is discontinued for any reason whatsoever.
- 9.11 This Agreement shall deem automatically terminated in the event of lack of network coverage at the installation address stated herein and the Subscriber brings same to the notice of DBN, to operate the Services.
- 9.12 Termination of this Agreement shall not prejudice any rights and liabilities of the Parties already accrued at the date of termination.
- 9.13 Exercise of any right of either Party hereunder shall not prejudice its right to terminate this Agreement or exercise any other right.

### 10. Miscellaneous

- 10.1 The Subscriber agrees that DBN shall be entitled to change the terms and conditions hereunder and hereby agrees to be bound by same.
- 10.2 The use of any value added service provided to the Subscriber shall be governed by the relevant agreement (if any) executed between DBN and the Subscriber for the provision of such value added service.
- 10.3 Any notice given to the Subscriber hereunder shall be deemed sufficiently and duly given if sent to the address as per Clause 2.4 or any other address in keeping with Clause 6.16 herein.
- 10.4 No delay, neglect or forbearance on the part of either party in enforcing against the other party any Term or Condition of this Agreement and no grant of any extension of time by either party (whether with or without consideration thereof) shall be deemed to be a waiver of or in any way prejudice any right of either party under this Agreement against the other party. No waiver of any term or condition hereof by either party shall be deemed to be a subsequent waiver of such term/condition or waiver of any other term or condition.
- 10.5 In the event any provision of this Agreement including those relating to any limitations of liability or limitation on warranties is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
- 10.6 All headings herein are for the ease of reference only and shall in no way affect the interpretation of any provision herein.
- 10.7 The Parties shall comply with and this Agreement shall be governed and construed in accordance with the laws of Sri Lanka.
- 10.8 In the event of any dispute regarding any sum billed to the Subscriber, call details and usage details as per DBN's billing system shall be conclusive evidence in settlement of such dispute.

### 11. Assignment

- 11.1 The Subscriber shall not assign this Agreement or the use of any Services hereunder to any other party without the written consent of DBN. Mere notice to DBN of such assignment shall not suffice. DBN shall be entitled to assign this Agreement to any other party with notice to the Subscriber.