

TERMS AND CONDITIONS

PART I - PRE-REQUISITES AND DEFINITIONS

1. PRE-REQUISITES

1.1 You should be at least 18 years old to subscribe for Dialog Mobile Broadband internet services (either for Post-Paid or Pre-Paid).
1.2 The Form to be completed in full BLOCK LETTERS and copies of the respective documents as listed below shall be attached to the Form as applicable. Originals of the same to be submitted for verification purposes.

Sri Lankans

1. National Identity Card (NIC)/valid Passport/valid Driving License (DL)/Photo ID
2. Receipt for payment of local call deposit - Connection only/Phone and Connection - Rs. 1,000/- or Rs. 1,500/- (as applicable pertaining to the package subscribed)*
3. Documents for verification of mailing address (any utility bills - such as water bill/electricity bill/bank statement/credit card statement and etc.)*
* Applicable only for Post-Paid Connections.

Non Sri Lankans

1. Valid Passport/Photo ID
2. Receipt for payment of local call deposit - Rs. 5,000/-*
3. Documents for verification of mailing address (any utility bills - such as water bill/electricity bill/bank statement/credit card statement and etc.)*
* Applicable only for Post-Paid Connections.

Company/Business Entity

1. Business Registration Certificate/Company Incorporation Certificate (New form under Act No. 7 of 2007(form 41 or form 2A))
2. A list of names of the individuals who will be using the Connections/SIM Cards under the name of the Company/business entity

2. DEFINITIONS

"**Agreement**" means this Agreement between Dialog and the Subscriber for Dialog Services which comprises of the Application Form and these Terms and Conditions.

"**Access Period**" means the period during which the Subscriber can access and receive Dialog Services as stated in Clause 1 of PART III hereto. Access Period is indicated on the reverse of the Recharge Card and the Subscriber is advised of the Access Period each time the Subscriber inquires about his/her Account Balance.

"**Access Period Expiry Date**" means the date when the Subscriber's Access Period expires or the Account Balance becomes zero.

"**Access Extension Fee**" means the prescribed fee the Subscriber pays each time he/she wishes to extend the Access Period and/or the Grace Period. The Access Extension Fee will be automatically deducted from the Subscriber's Account Balance.

"**Account Balance**" means the credit amount available in the Subscriber's Dialog Account in Sri Lankan Rupees.

"**Company**" has the same meaning as given in the Companies Act No. 7 of 2007.

"**Connection**" shall mean a data only or both data and voice services enabled SIM Card used to provide and enable connectivity to Dialog Services upon subscription and activation of same (subject to the terms and conditions for such services between Dialog and the Subscriber). With regard to a Post-Paid Connection the Local Call Deposit booklet pertaining to the package subscribed shall be an integral part of the Connection.

"**Dialog**" means Dialog Axiata PLC (Company number PQ 38), or its successors/assigns/nominees.

"**Dialog Mobile Broadband**" is the service name of Dialog's global system for mobile broadband internet services.

"**Dialog Network**" means Dialog's public mobile telecommunication network.

"**Dialog Services**" means the telecommunication services including but not limited to Mobile Broadband internet services offered and provided by Dialog to the Subscribers and shall include the service options including E-Services without limitation to Access Period extension the Subscriber may request.

"**Disconnection**" means permanent termination of the Subscriber's Dialog Connection.

"**E-Services**" means the facilities offered by Dialog to its Subscribers to send in request(s) pertaining to the Subscriber's Dialog Connection via e-mail. The e-mail shall always be authorized by the Subscriber and the facilities offered shall include;

- a) Requests for Disconnection and Reconnection;
- b) Requests for address change, (in this case the Subscriber is required to use Dialog Services for a minimum period of six months prior to such request).

"**Expiry Period**" means 60 days from the date of Grace Period Expiry Date.

"**Expiry Period Expiry Date**" means the date when the Expiry Period is completed and the Subscriber's Dialog Account is disconnected.

"**Form/Application Form**" means the application form for Dialog Services which shall be completed with the details of the Subscriber, package, value added services and etc.

"**Grace Period**" means 15 days from the date of Access Period Expiry Date or 15 days from the date of the Subscriber's Account Balance becomes zero.

"**Grace Period Expiry Date**" means the date when the Subscriber's Grace Period expires.

"**IDD**" International Direct Dialling facility.

"**Mobile Equipment**" means;

- i. HSPA dongles procured by Dialog, whether by import or otherwise, in the event where the Subscriber is purchasing the same from Dialog together with the SIM Card; or
- ii. Data dongle/s purchased/will be purchasing by the Subscriber in order to use the same together with the SIM Card subscribed hereunder.

"**Mobile Station**" means the Mobile Equipment and the SIM Card, which facilitates the use of Dialog Services.

"**Photo ID**" means copy/s of the photograph of the Subscriber produced in the event if the clarity of the photograph on the NIC/Driving License/Passport is different from the present physical appearance of the Subscriber.

"**Recharge Card/Reload(ing)**" means pertaining to a Pre-Paid Connection the topping up of the Account Balance by the Subscriber either by way of purchasing a top up card or with the aid of the mobile-commerce solutions offered by Dialog.

"**Reconnection**" means restoration of the Subscriber's disconnected Dialog Connection without requiring the purchase of a new SIM at the sole discretion of Dialog and on a payment of a fee.

"**SIM Card**" means Subscriber Identity Module issued to the Subscriber by Dialog to access the Dialog Network.

"**Starter Pack**" means pertaining to a Pre-Paid Connection the starter pack given by Dialog to the Subscriber at the time of purchasing the SIM Card.

"**Subscriber**" means an individual or a Company whose application to subscribe for Dialog Services, has been accepted. An individual must be at least Eighteen (18) years old in order to become a Subscriber.

"**Subscriber's Dialog Account/Dialog Account**" means the account which records the Subscriber's available credits with Dialog pertaining to a Pre-Paid Connection.

"**Terms and Conditions**" means these terms and conditions which consists of REQUIREMENTS, PART I, PART II and either PART III or PART IV (as applicable) as varied and in force from time to time.

"**Usage Charges**" means charges payable by a Subscriber in connection with the usage of Dialog Services.

PART II - TERMS AND CONDITIONS APPLICABLE TO BOTH PRE-PAID AND POST PAID CONNECTIONS

1. SIM Card

1.1 Upon purchase the SIM Card, the Subscriber shall:

- keep the SIM Card safe and in sound condition;
- not allow any other person to use the SIM Card;
- notify Dialog immediately in writing or in person in case of loss or damage.

1.2 Dialog may at its discretion allow the Subscriber to purchase a new SIM Card to operate an existing active Dialog Connection on production of the damaged SIM Card or sufficient proof of loss.

2. International Roaming

2.1 International roaming services shall be provided to a Subscriber only at the discretion of Dialog and the provision of such services hereunder shall be subjected to the Terms and Conditions as contained in this Agreement and/or as prevalent at the time of obtaining such services.

2.2 The Subscriber shall pay all IDD in-coming and out-going call charges for voice services and/or charges for the usage of data services (as applicable and in addition to the monthly rental payable by the Subscriber if he/she has obtained a Post-Paid Connection) whilst on roaming according to the tariff and charges as imposed by the telecommunication authority or operator of the country where the Subscriber uses such services.

3. General Provisions

3.1 Force Majeure - Dialog shall not be liable for any breach of this Agreement caused by an event of force majeure or acts or omissions of persons or bodies for whom Dialog is not responsible or any cause outside Dialog's control.

3.2 Severability - If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way, and such invalid or unenforceable provisions shall be deemed deleted.

3.3 Governing Law and Jurisdiction - This Agreement shall be governed by and construed in accordance with the laws of Sri Lanka and shall be subjected to the exclusive jurisdiction of Sri Lankan courts.

3.4 Notices -

a) Any notice by either party to the other hereunder shall be given in writing and send:
if to the Subscriber, the respective address mentioned herein or is subsequently notified to Dialog in writing;
if to Dialog; Dialog Axiata PLC, 475, Union Place, Colombo 02, Sri Lanka.

b) Any notices given pursuant to this Clause shall be deemed to have been served if sent by prepaid registered post, within five business days after the date of posting; if sent by ordinary post within six business days after the date of posting; if hand delivered, upon delivery.

3.5 Assignment - The Subscriber shall not assign or transfer any part of his/her rights and/or obligations hereunder to a third party, without prior written consent of Dialog.

3.6 Waiver - No delay or failure by Dialog in enforcing any Term or Condition of this Agreement nor the granting of time by Dialog to the Subscriber shall prejudice the rights or powers of Dialog nor shall any waiver by Dialog of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.

4. Services offered through E-Services

4.1 The Subscriber can register for E-Services using the following methods:

a) by forwarding an e-mail request to bill@dia.a, its subsidiaries, affiliates, assigns and successors and save harmless at all times from and against all personal/s of the Company/business entity. If there shall be any requests via e-mail to register for E-Services, such requests shall be generated either from the e-mail account designated for E-Services or any other e-mail account/s authorized by the Subscriber and registered with Dialog particularly for this purpose.

Such request via e-mail shall contain the following information:

Name of the Subscriber
Current address of the SIM Card registered with Dialog
Requestor's contact information/mobile number

b) by forwarding a request through Short Messaging Service (SMS) [type eserv<e-mail address> and send to 4561]. A Company/business entity shall forward a letter signed by the authorized personnel/s of the Company/business entity. If there shall be any requests via SMS to register for E-Services, such requests shall be generated using the number of the SIM Card obtained by the Subscriber in terms of the respective subscriber agreement.

Such request via e-mail shall contain the following information:
E-mail address of the Subscriber

5. Disclaimer

5.1 Dialog disclaims liability for verification of instructions if same has been generated from the aforesaid designated e-mail account/s or through SMS and further disclaims liability for acting in reliance of the contents 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.

6. Indemnity

6.1 In consideration of Dialog acting in accordance with instructions received via e-mail/SMS as set out in Clauses 4 and 5 hereof, the Subscriber shall indemnify Dialog, 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 Dialog whatsoever and howsoever arising in consequence or attributable to Dialog effecting any requests made in accordance with instructions received via e-mail/SMS.

7. Tax

7.1 Dialog and the Subscriber undertake the responsibility for discharge of all respective obligations under the law with regard to applicable taxes for Dialog Services provided hereunder. Dialog reserves the right to charge and recover any tax, levy, cess, stamp duty or other charge imposed under the law (other than income tax) from the Subscriber.

7.2 Dialog Services charges and/or monthly subscriptions pertaining to the Connection subscribed hereunder exclude taxes and Dialog shall charge and recover such taxes at applicable rates as may be in force at the time being in respect all indirect taxes and any tax or levy as charged on the user of mobile phones that may be imposed from time to time and recovered and collected licensed operator including and not limited to prevailing taxes such as Telecommunications Levy, Telecommunications Cess and IDD Levy.

7.3 In the event of any amendment to existing law or introduction of any new tax during the period of this Agreement, the parties hereto shall follow the provisions of such new or amending legislation from its effective date of application.

8. Duration of the Agreement

8.1 This Agreement between the Subscriber and Dialog shall be in full force and effect from the date as mentioned in the Form and shall continue to be in existence unless terminated or construed as terminated in accordance with these Terms and Conditions.

9. Suspension/Disconnection, Reconnection and Termination of the Agreement

9.1 The Subscriber may terminate this Agreement by giving at least Four (4) working days prior notice in writing.

9.2 Dialog shall be entitled at its absolute discretion to suspend/disconnect the Subscriber's Dialog Connection or terminate this Agreement at any time without being required to give any reason whatsoever.

9.3 A suspension or Disconnection of the Subscriber's Dialog Connection by Dialog shall not be regarded as termination of this Agreement by Dialog.

9.4 Dialog may terminate this Agreement:

- in the event its license to operate and provide Dialog Services granted by the Government/Governmental Authority is withdrawn or not renewed for any reason whatsoever;
- 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 the Subscriber as an inducement or reward to assist such Subscriber being accepted as a Subscriber of Dialog Services or to facilitate the acceptance of his/her application for Dialog Services;
- in the event it is brought to Dialog's notice that Dialog Services and/or the Mobile Station is utilized by the Subscriber or any person authorized by the Subscriber for illegal purposes and in contravention of any law, or if the subscription for Dialog Services has been obtained on the production of forged and/or fraudulent documentation and information.

9.5 Dialog may in its absolute discretion reconnect and restore Dialog Services to the Subscriber, upon his written request subject to the payment by the Subscriber of the Reconnection Fee and any other charges as determined by Dialog.

10. Rights of Dialog

10.1 Dialog reserves the right to:

- make any alteration to Dialog Services and Dialog shall not be liable for any loss or inconvenience to the Subscriber resulting there from;
- vary, add to or amend the Terms and Conditions herein set-out with or without notice to the Subscriber and the Subscriber shall be bound to observe and comply with such amendments;
- disclose information relating to the Subscribers to any of its subsidiary or holding Companies in order to provide an integrated service to its Subscribers;
- cause all the Mobile Equipment purchased from Dialog to be network locked and may unlock same, at the discretion of Dialog, upon the Subscriber's request subject to the payment of relevant charges by the Subscriber as determined by Dialog;
- vary any amount of deposit, fees, and charges for Dialog Services with notice to the Subscriber;
- suspend Dialog Services in any event either temporarily or permanently;
- disconnect the Subscriber from the Dialog Network for any reason whatsoever which need not be conveyed to the Subscriber and more particularly in the event the Subscriber misplaces the SIM Card; or the Subscriber acts in contravention to the Terms and Conditions herein stipulated or notified to the Subscriber by Dialog from time to time. An authority, such as the Telecommunications Regulatory Commission, requests Dialog to do so; or Dialog experiences technical problems within the Dialog Network; or the

Subscriber dies or if the Subscriber is partnership/Company, the same is dissolved or wound up; or the Subscriber becomes bankrupt

or insolvent; or if Dialog believes that the Subscriber has used Dialog Services to commit unauthorized, criminal or unlawful activities.

10.2 Dialog shall not be liable:

- to the Subscriber or any third party authorised by or claiming through the Subscriber;
 - (a) for any loss or damage, whether direct, indirect, special or consequential, or loss of business, revenue or profits or of any nature suffered by the Subscriber or any person authorised by the Subscriber; or
 - (b) for any injury caused to or suffered by a person or property arising from/ or occasioned by; or
 - (c) for the use of Dialog Services and the Mobile Station by the Subscriber or any persons authorised by the Subscriber; or
 - (d) for any malfunction or defect in the Mobile Station/Dialog Services or the loss of the Mobile Station for whatever reasons.
- for:
- (a) any claim for libel, slander, infringement of copyright arising from the transmission and receipt of material in connection with Dialog Services and any claims arising out of any act or omission of the Subscriber in relation to Dialog Services;
 - (b) any loss or damage caused to the Subscriber as a result of suspension/Disconnection of the Connection or the termination of this Agreement and the interruption/loss of Dialog Services due to any cause.
- or responsible whatsoever for ownership of the Mobile Equipment used by the Subscriber to obtain Dialog Services;
 - to replace any defective SIM Card free of charge unless such defectiveness is due to any manufacturing defect.

11. Responsibilities of the Subscriber

11.1 The Subscriber shall:

- at the time of signing this Agreement for Dialog Services, furnish a genuine copy of National Identity Card/valid Passport/valid Driving License or Photo ID;
- adhere to all laws, regulations and guidelines concerning the Subscriber's use of Dialog Services;
- Provide all information and co-operation that Dialog may require in relation to Dialog Services and follow Dialog's reasonable instructions in relation to the Subscriber's use of Dialog Services;
- ensure that the Subscriber's Mobile Equipment and SIM Card are lawfully owned/possessed not in contravention of any laws or regulations of Sri Lanka;
- 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 the Mobile Station and its use;
- use all precautions to prevent the loss or theft of the SIM Card and shall immediately notify Dialog in the event the SIM Card is lost or stolen or otherwise destroyed or damaged;
- ensure that the Subscriber does not transmit any obscene material using the Subscriber's SIM Card;
- in the event the Subscriber requires any replacement of SIM Card for any reason whatsoever, other than due to any manufacturing defect, during the warranty period, pay for such replacement of SIM Card;
- register with Dialog if he/she intends to obtain a second SIM Card and pay all fees and charges required for the new subscription;
- inform Dialog in writing of any change of address and/or employment or business;
- bear full responsibility for the usage of Dialog Services using the SIM Card obtained hereunder, including the use by anyone else and shall be responsible for any liability occurred during such usage.

11.2 The Subscriber shall not:

- handover or permit another person to use the Subscriber's SIM Card at any time under any circumstances;
- transfer the ownership of the Subscriber's SIM Card to another person at any time during the period of this Agreement except where the Subscriber follows the procedure set out by Dialog in compliance with the law;
- disclose to any person any confidential information or security number which Dialog provides to the Subscriber, such as the Subscriber's inquiry number, barring number or personal identification number;
- use Dialog Services to commit terrorist, improper, immoral, unauthorized or unlawful activities.

PART III - TERMS AND CONDITIONS APPLICABLE ONLY TO A PRE-PAID CONNECTION

1. The Subscriber's Dialog Account and activation of Dialog Services

The Subscriber's first use of the SIM Card and the Recharge Card/Reload in his/her Starter Pack will connect the Subscriber to the Dialog Network. This will allow the Subscriber to use Dialog Services for the Access Period provided by the Recharge Card/Reload, which is indicated on the reverse of the Recharge Card. The Subscriber can increase the Account Balance at any time before the Access Period Expiry Date or during the Grace Period by purchasing a Recharge Card or Reload. Each time the Subscriber increases the Account Balance, the Subscriber's Dialog Account will increase by the Recharge value and the Access Period will be set accordingly. Each time the Subscriber uses Dialog Services, Dialog will debit the Subscriber's Dialog Account by an amount equal to the value of Dialog Services used and applicable taxes thereon.

The Usage Charges may be varied by Dialog from time to time. The Subscriber can obtain prevailing Usage Charges by contacting Dialog at any time. The Subscriber must have sufficient credit in the Subscriber's Dialog Account to access Dialog Services. Dialog will discontinue the Connection of the Subscriber to Dialog Services if he/she has insufficient credit to continue but will warn the Subscriber prior to being disconnected as such.

Each Recharge Card/Reload is fully transferable and non-refundable. Recharge Cards must be activated prior to the date stipulated therein. For the Subscriber's protection, the maximum amount the Subscriber may have in the Subscriber's Dialog Account at any one time is Rs. 9,999 and such amounts shall not be refundable under any circumstances whatsoever. Upon the Grace Period Expiry Date, any credit remaining in the Subscriber's Dialog Account will be forfeited and will not be available for acquiring further or additional Dialog Services after that date. To prevent Dialog from closing the Subscriber's Dialog account, the Subscriber will have 60 days of Expiry Period from the Grace Period Expiry Date to purchase a Recharge Card and place credit in the Subscriber's Dialog Account. Failure to do so shall result in Disconnection from the Dialog Network.

2. Rights of Dialog

In addition to the rights stipulated in Clause 11 of PART II hereof, Dialog reserves the right to:

- 2.1 disconnect the Subscriber from the Dialog Network at any time after giving 90 days notice or with immediate effect with or without notice on completion of the Expiry Period as per Clause 1 of PART III hereof;
- 2.2 re-use the number allocated to the Subscriber, if the Subscriber's Dialog Account is disconnected/not activated for a period of Three (03) months;

PART IV - TERMS AND CONDITIONS APPLICABLE ONLY TO A POST-PAID CONNECTION

1. Consequences of Termination

- 1.1 Upon termination of this Agreement by either party, the Subscriber shall be liable to Dialog for the following and shall upon the demand of Dialog settle his account promptly:
 - a) the monthly subscription fee for the whole month in which the termination took place;
 - b) any Usage Charges incurred by the Subscriber up to and including the effective date of termination hereto;
 - c) any other outstanding amounts pertaining to the subscription of the Subscriber.

2. Payment

2.1 Upon submission of the Application Form and acceptance of same by Dialog, the Subscriber shall pay to Dialog a refundable deposit and such other payments connected with the registration of the subscription for Dialog Services as stipulated by Dialog.

2.2 The refundable deposit shall be held to the Subscriber's credit and refunded to the Subscriber without interest after termination of this Agreement, subject to deduction of any amounts due to Dialog by the Subscriber.

2.3 In the event of any fees or Usage 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.

2.4 The Subscriber agrees to bear all legal costs and expenses incurred by Dialog in recovering any moneys, charges costs and expenses payable by the Subscriber under these Terms and Conditions and the Subscriber shall also indemnify Dialog against all costs, expenses payable by the Subscriber.

3. Responsibilities of the Subscriber

In addition to the responsibilities stipulated in Clause 11 of PART II hereof, the Subscriber shall:

- 3.1 promptly pay all amounts due to Dialog as reflected in the Bill. In relation to a Company, the Company shall be jointly and severally liable for any amounts due to Dialog;
 - 3.2 not be entitled to any refund of subscription or monthly rental in the event of any interruption of Dialog Services;
 - 3.3 pursuant to Clauses 11.1.5 and 11.1.6 of PART II hereof, be liable for all Usage Charges incurred until the loss or theft is reported to Dialog and the Connection is disconnected;
 - 3.4 in the event the Subscriber opts for a package with a payment commitment as indicated overleaf, pay such minimum monthly commitment charge for the time period stipulated therein to Dialog regardless of actual usage of Dialog Services. The Subscriber may request Dialog to revoke the said commitment prior to expiry of the said commitment period provided however, that in such event, the Subscriber shall be subjected to the regular tariffs of Dialog;
- ##### 4. Rights of Dialog
- In addition to the rights stipulated in Clause 10 of PART II hereof, Dialog reserves the right to:
- 4.1 require at any time the Subscriber to pay any outstanding amount within a stipulated period of time;
 - 4.2 recover any outstanding payment by utilizing any deposit and/or account balance in any other subscription (Post-Paid/Pre-Paid) owned by the Subscriber.
 - 4.3 convert the Subscriber's package to one of Dialog's regular tariffs immediately in the event the Subscriber breaches any term relating to the commitment stipulated in Clause 3.4 of PART IV herein.;
 - 4.4 re-use the number allocated to the Subscriber, if the Subscriber's SIM Card is disconnected/not active for a period of Two (02) years.