

Terms of Use for "Super" prepaid SIM Package

V1. Effective Date: Thursday, October 24, 2024

By purchasing the "Super" prepaid SIM package from Dhiraagu, You are agreeing to be bound by these Terms of Use.

1. Introduction

- 1.1 This Terms of Use sets out the terms and conditions relating to Your use of the Package. This Terms of Use and any terms updated and notified to you from time to time are accepted by You when You use Super Sim Package.
- 1.2 By clicking to accept or agreeing to these Terms of Use, you provide your electronic signature, which is legally binding and equivalent to a wet ink signature in accordance with the Electronic Transactions Act (Law No: 2/2022).
- 1.3 If you do not agree to these Terms of Use, You should refrain from using the Package.
- 1.4 You may be subjected to additional third-party terms, relating to your use of the Package.
- 1.5 Dhiraagu may modify this Terms of Use or any related policies at our discretion. Notification of such changes will be made via Dhiraagu's website, Mobile App or other suitable means. Your continued use of the Package after any such amendments constitutes acceptance of the updated terms.

2. Definitions

- 2.1 In this Agreement:

"Terms of Use"	refers to (a) these terms and conditions (the "Terms"); (b) the General Terms and Conditions for the Provision of our Services available on our website www.dhiraagu.com.mv ("General T&Cs") and (c) any terms and conditions associated with any products/offers provided with the Package.
"DHIRAAGU"	means Dhivehi Raajjeyge Gulhun Plc (C-0024/1988) with registered address at Dhiraagu Head Office, Ameenee Magu, PO BOX 2082, Male' 20403, Republic of Maldives and "we", "our" or "us" also refers to Dhiraagu.
"You", "Your" and "customer"	means a person who purchases and activates the Package including anyone we reasonably believe is acting with Your authority or knowledge and is residing at the current address or permanent address provided at the time of the registration process.
"Date of Activation"	Means the date of activating the Super SIM Package.
"Force Majeure Event"	means any event beyond the control of Dhiraagu such as natural disaster, epidemic, pandemic, war, sanctions, restrictions or network disruption.
"Package"	means Super prepaid SIM Package and any offer provided hereunder.
"PAYG"	means "Pay-As-You-Go" services applicable to Dhiraagu prepaid customers.

3. Credit Offer

- 3.1 You will receive an initial credit of MVR 25 upon activation of the Package (the "Initial Credit").
- 3.2 The validity of the Initial Credit is for a period of 30 (Thirty) days.
- 3.3 For receiving the additional MVR 25 for the second month, You must top up with MVR 20 or more within the ongoing month prior to the beginning of the second month.
- 3.4 The credit can be used for PAYG ("Pay-As-You-Go") services and Dhiraagu prepaid add-on activations.

4. Data Allowance

- 4.1 You will receive 1GB of data valid for 30 (Thirty) days each month, which will be effective from the Date of Activation for a period of 12 (Twelve) months (the "Super 1 GB Plan").
- 4.2 The Super 1 GB Plan for the 1st month from the Date of Activation is activated free of charge.
- 4.3 To continue receiving 1GB of data after the end of the 1st month, You must top up with at least MVR 20 every month.
- 4.4 Your unused data for each month will be forfeited at the end of the 30-day period.

5. Unlimited Chat Apps

- 5.1 You have unlimited access to use WhatsApp, Viber, Telegram, Messenger, WeChat, and IMO subject to Fair Usage Allowance (FUA) of up to 1 TB for 30 days.

6. Sony Liv Subscription

- 6.1 You will receive 1 (One) month free Sony Liv subscription which will be valid for 30 (Thirty) days from the Date of Activation of the Package.
- 6.2 For activating the Sony Liv subscription, You must use Dhiraagu App.
- 6.3 If You subscribe to the Sony Liv service, it will be auto renewed until You unsubscribe to the service.
- 6.4 You can opt to unsubscribe from Sony Liv through Dhiraagu app at any time.
- 6.5 The terms and conditions applicable to the Sony Liv subscription will apply to Your use of this service https://www.dhiraagu.com.mv/clients/Dhiraagu_CA2BB809-3A22-485B-A518-DA6B6DE653A5/contentms/img/about-us/T&C/SonyLiv-Subscriptions-Terms-of-Use.pdf.

7. Thank You Offer

- 7.1 Under the "Thank You Offer", You will be given a "Thank You Card" which You have to redeem through Dhiraagu App.
- 7.2 "Thank You Card" will give You an offer to redeem data up to 5 GB which will be randomly allocated when you redeem it. The validity of data allowance provided is 24 hours from redemption time.
- 7.3 If You are a new customer, You will receive the "Thank You Offer" for free the first time.
- 7.4 If You are an existing Dhiraagu prepaid customer, if You change Your plan to Super SIM Package, You are eligible for the "Thank You Card" if You top up (recharge or reload) with MVR 200 or more within 48 hours from the date of activation.
- 7.5 The "Thank You Card" is available for 2 calendar days from the Date of Activation and will expire at 23:59 of the 2nd calendar day within which You are required to redeem it.
- 7.6 If You want to get "Thank You Card" from the second month from the Date of Activation of the Package, You are required to top up (reload or recharge) with at least MVR 200 per month. This offer is valid for a period of 12 (Twelve) months from the first month.

8. Unmetered Apps

- 8.1 You have unmetered access to Dhiraagu App, Dhiraagu Mobile Money App, Queue Bee, and BML Banking App subject to Fair Usage Allowance (FUA) of up to 500 MB per 30 days from Date of Activation.

9. Package Validity

- 9.1 The Package will be valid for 90 (Ninety) days from the Date of Activation. However, the Package will expire if no further top up (reload or recharge) is done by 23:59 of the 60th day.
- 9.2 The terms applicable to the use of prepaid service as per Dhiraagu General Terms and Conditions is applicable to the Package. You are required to reload and keep the prepaid service active to continue using the Package.

10. Termination

- 10.1 You may terminate the Package any time in accordance Dhiraagu General Terms and Conditions.
- 10.2 Dhiraagu reserves the right to suspend or terminate or impose conditions or restrictions on the Package under the following circumstances, if (a) there is a suspicion of dishonest, illegal, fraudulent, criminal conduct or misrepresentation; (b) You breach of the Terms of Use or engage in conduct detrimental to Dhiraagu; (c) You have acted with bad or malicious intent;; or (d) Dhiraagu cease providing the Package with or without cause;; (e); for outages, maintenance or upgrades if so required with prior notice of such suspension where practicable; or (f) in the event of a Force Majeure Event; or (g) You fail to top up or reload; (h) any permit, license or consent which we may require in order to carry out our obligations under this Terms of Use is refused, withdrawn, suspended, or terminated with prior practical notice provided to You or (k) the relevant government authorities within the Republic of Maldives or elsewhere require us to suspend any service for whatever reason.
- 10.3 None of the rights which either Dhiraagu or You have accrued as a result of the Terms of Use prior to the date of termination shall be lost or otherwise affected following termination

11. Applicable PAYG Rates

- 11.1 The below PAYG rates are applicable to the Super SIM Package:
- a) Voice Outgoing (On-Net): MVR 0.90/min.
 - b) Voice Outgoing (Off-Net): MVR 1.39/min.
 - c) Voice Incoming: No charge.
 - d) SMS Outgoing (Local): MVR 0.20/SMS.
 - e) Data PAYG: MVR 0.90/MB.

12. Roaming and IDD

- 12.1 Roaming services are enabled by default for all users. You may disable roaming through Your respective mobile devices to avoid incurring additional charges.
- 12.2 Standard International Direct Dialing (IDD) services, including Premium, IDD018, and IDD019 are enabled by default to enable you to make international calls from Your mobile device.
- 12.3 We advise You to consult the latest rate plan for IDD services, which may be available on Dhiraagu website or by contacting 123.

13. Damage to SIM

- 13.1 In case of SIM damage, the existing SIM card replacement terms and conditions will apply.

14. Liability and Indemnity

- 14.1 Dhiraagu do not warrant that the service will be available at all times and may withdraw services due to new legislation and regulation or other reason.
- 14.2 Dhiraagu will not be responsible for any claims resulting from: (a) Your use of the Package which is not in accordance with these Terms of Use or (b) fraud, deception or misrepresentation by You and third parties; (c) acts of government or authority, natural disasters or Force Majeure Event.
- 14.3 Dhiraagu's liability to You is limited in accordance with the General Terms and Conditions for the provisioning Dhiraagu services.
- 14.4 You agree to indemnify and hold Dhiraagu harmless against any third-party claims resulting from Your breach of this Terms of Use.

15. Resolving Disputes and Complaints

- 15.1 For complaints or disputes, contact Dhiraagu's Customer Service Centre free of charge on 123 or email to: 123@dhiraagu.com.mv.
- 15.2 Disputes relating to this Agreement shall first be attempted to be resolved through conciliation and negotiation. Failing this, parties submit to the exclusive jurisdiction of the superior courts of the Maldives, and this Agreement is governed by Maldivian law.

16. Order of Priority

- 16.1 In the event of any conflict between these terms and conditions, Dhiraagu's General Terms and Conditions and any terms associated with any products provided herein, the below order shall be followed.
- a) Dhiraagu General Terms and Conditions.
 - b) these Terms and Conditions.
 - c) Any terms and conditions associated with any products/offers hereunder.

17. DISCLAIMERS

- 17.1 Dhiraagu will use commercially reasonable efforts to provide services to You.
- 17.2 You understand and agree that the Service is provided on an "as is" and "as available" basis.
- 17.3 Dhiraagu makes no warranty except to the extent specified in these Terms.
- 17.4 Dhiraagu will perform its obligations under this Terms of Use with reasonable care and skill in accordance with best practice and with that degree of skill, care and diligence exercised by skilled and experienced companies in the telecommunications industry.
- 17.5 Dhiraagu cannot guarantee that the services will be free from faults, errors, or interruptions which arise from factors which are outside our control. This includes without limitation, any outages, routine maintenance, customer's non-compliance with our responsible instructions.
- 17.6 No advice, representations or information given by our employees, agents or contractors shall create a warranty unless expressly set out in this Terms of Use.

18. Miscellaneous Provisions

- 18.1 All intellectual property rights related to the Package and Dhiraagu services are owned by Dhiraagu and/or Dhiraagu's Affiliated Partners.
- 18.2 Unauthorised reproduction, modification, distribution or republication of Dhiraagu's intellectual property, is strictly prohibited without Dhiraagu's express prior written consent.
- 18.3 This terms and conditions together with all documents which are referred herewith represent the entire agreement between Dhiraagu and You and supersede any or all prior arrangement.
- 18.4 If any provision of this Terms of Use is found to be illegal or unenforceable, the Terms of Use will be revised only to the extent necessary to make such provisions legal and enforceable, ensuring that the revised Terms of Use remains consistent with our original intent.
- 18.5 The laws of the Republic of Maldives apply to this Terms of Use with respect to construction, validity, and performance.
- 18.6 Dhiraagu shall not be liable for delays or failures in performance due to a Force Majeure Event. If such delay or failure persists at least twenty-one (21) days, You or Dhiraagu may terminate the service at any time.
- 18.7 Dhiraagu's failure to enforce any term of this Terms of Use or to exercise any rights or remedies does not constitute a waiver of those terms, rights, or remedies.
- 18.8 Dhiraagu retain the right to insist on strict performance of the Terms of Use at any time.
- 18.9 Notices must be in writing and delivered by hand, post, or electronic means. Notices are considered served on the date of delivery, or ten (10) days after posting or, if delivered electronically, on the date the electronic communication was sent.