

Please use CAPITAL letters and tick where appropriate.

SECTION 1

1.1 About you Miss Mr Mrs Dr Other _____

Male Female

Your full name _____

Date of Birth
D D / M M / Y Y Y Y

Preferred language:

Nationality _____

_____ Divehi English

Place of work _____

Identity Type

Maldivian ID Passport Work Permit

1.2 Your Billing Address

District and house/building _____

Atoll _____

Island _____

PO box _____

Email Address _____

ID no. _____

Please attach a copy of your identification document to this form

Main Contact no. _____

2nd Contact no. _____

Fax no. _____

SECTION 2

2.1 Would you like to apply for any of the following payment methods?

Direct Debit*

ATM*

*There is no extra charge for these services.

2.2 Bill Delivery Options

Post bill

e-bill

Bill Not Required

You will need to fill in a separate application form

SECTION 3

Your Wataniya Package:

wPrepaid wPostpaid _____ wMix _____ BlackBerry® _____

wBroadband Explore

Others _____

Extreme

Prepaid

The services marked with a are automatically available for all packages. Those ticked have been made available at your request. There may be a charge for your selected services

For BlackBerry® Service:

Require Hosted BES and E-mail Connections Yes No

_____ @maveswataniya.com

_____ @maveswataniya.com

_____ @maveswataniya.com

- Call forward
- Call hold
- Missed call alert
- Text messaging (SMS)
- Picture messaging (MMS)
- Call forward
- Caller number display
- Call conference
- Voicemail
- 3G+ services
- International calls (IDD)
- Call wait
- Mobile internet (GPRS)
- International Roaming
- Itemised Bill

Available on request for wPostpaid, Automatically available for wPrepaid and wMix Available on request for wPostpaid

The information I have provided on this form is correct. I have read and accept Wataniya Telecom Maldives' Terms and Conditions.

Signature _____

Date
D D / M M / Y Y Y Y

Please be sure to include the following with this form.

- If you are a Maldivian - a copy of your Maldivian Identity Card
- If you are a Foreigner - a copy of your Passport or Work Permit (for postpaid applications, an Employer letter must also be provided)
- For businesses - a copy of your company Registration Certificate as well as an ID copy of the authorized person
- If you will be making payments through Direct Debit or ATM, fill in and attach the appropriate application form

For Office Use Only (to be filled by Wataniya or Business Partner Staff)

Customer account no. _____

Please enclose Terms and Conditions with the customer copy of this Application Form

Wataniya mobile no. _____

Distributor code _____

Handset (Brand/Model)

The connection fee paid Amount _____

The Deposit paid Amount _____

The advance payment made Amount _____

The TOTAL payments made Amount _____

Is this application for only ONE number? Yes No

Please fix sticker

Please fix sticker from SIM packaging here

White - Wataniya copy
Blue - Distributor copy
Yellow - Customer copy

Signature of Wataniya or Business Partner Staff

AF/PRPOM/0111

Standard Terms and Conditions for the Provision of Mobile Telecommunications Services. The Customer's use of the Service will be deemed acceptance of the terms and conditions.

Terms & Conditions: Agreement for Service (August 2005)

1. Definitions

1.1 In this Agreement **"Application Form"** means the form filled out and signed by or on behalf of the Customer when applying for the Service. **"Agreement"** means the Customer's details in the Application Form which the Customer provided to Wataniya when accepted, these terms and conditions, the Price List, the Tariff and any supplemental agreement; **"Bill"** means any bill, invoice or statement issued to the Customer by Wataniya stating the Charges for the Customer's usage of the Services and any other sum or fee Due or payable by the Customer to Wataniya. **"Charges"** means all the charges associated with the Service described in the Price List. **"Content"** means textual, visual, or other information, software, photos, video, graphics, music, sound and other materials appearing on or available through the Service including all information provided by content providers from time to time. **"Customer"** means the Person with whom Wataniya makes this Agreement. **"Minimum Period"** means a period of 1 (one) month (or any another period agreed in writing) from the day on which the Service is first provided and is applicable only to the Post-Paid Service. **"Mobile Phone"** means a cellular telephone or other device for use on the Network. **"Network"** means the mobile telecommunication system run by Wataniya and **"Party"** means a person or persons who are an individual, body corporate (whether incorporated), unincorporated association, trust, partnership or firm (whether or not having separate legal Personality) government, state or agency of a state, or any other entity or two or more of the foregoing. **"Pre-Paid Service"** means any of the Services provided by Wataniya on a pre-paid basis. **"Price List"** means the most recent list of Charges which Wataniya publishes or otherwise makes available to the public and updates from time to time. **"Post-Paid Service"** means any of the Services provided by Wataniya on a post-paid basis. **"Recharge Card"** means a Wataniya recharge card containing the value indicated on the recharge card and which if used according to the instructions given by Wataniya will extend the validity period of the Customer's usage of the Service. **"Rights"** means copyright, trademark, and other relevant proprietary and intellectual property rights relating to the Content. **"Service"** means any or all (as the case may be) of the following services: airtime service enabling the Customer to make or receive calls and to send and receive data by means of the Network, the ability to send and receive email via the Internet, the ability to access information from the Internet and any additional services that Wataniya agrees to provide to the Customer from time to time. **"SIM Card"** means the card which the Customer needs to use the Service. **"Suspension Period"** means the period during which a Customer on a Pre-Paid Service whose use of the Service has been barred or suspended may access the Service by re-charging according to the instructions on the Recharge Card. **"TAMH"** means the most recent publicly available version of the document which details the Services and pricing offered by Wataniya. **"CAM"** means the Communications Authority of Maldives. **"User Guide"** means any guides or documentation supplied with the Customer's Mobile Phone either by Wataniya or by the manufacturer of the Mobile Phone which explains how the Service works and how to use the Mobile Phone; and **"Wataniya"** means Wataniya Telecom Maldives Pvt Ltd with a registered office at 2nd Floor, Urban Development Unit Building, Hulhumale', Male', PO Box 2196, Republic of the Maldives under Company Registration Number C-633/2004.

1.2 The Price List contains explanations, definitions, notes and conditions which form part of this Agreement. Copies of the Price List can be obtained from Wataniya shops.

1.3 Where appropriate, words denoting a singular number only shall include the plural and vice versa, and words imparting any genders shall include every gender.

2. Provision of and Use of the Service

2.1 Wataniya will in accordance with these terms and conditions, provide a mobile telecommunication service to the Customer which shall include the making and receiving of calls, sending and receiving of messages and involvement in data sessions.

2.2 Customers wishing to make international calls or use Wataniya's international roaming service may be asked to demonstrate a satisfactory billing history or to pay a deposit which may be used to offset the cost of these calls. The Customer will be charged for all incoming calls where the Customer uses the Service outside the Republic of Maldives.

2.3 The use of Wataniya's international roaming service is subject to the terms and conditions relating to the international GSM licensed operators service charges, including any applicable administrative charges, which may vary from operator to operator. The Charges for use of the international roaming service will appear on the Customer's Bill (if any) and are payable to Wataniya.

2.4 Subject to paragraph 2.5 and 2.6, Wataniya will do its best to provide the Service to the Customer (including any additional service requested by the Customer) or if the Customer instructs Wataniya to change the Service by any agreed date, however, Wataniya's ability to do so may be affected by circumstances beyond Wataniya's control and Wataniya will not be liable to the Customer if this is the case.

2.5 The Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond Wataniya's control and the Customer will be entitled to the quality of Service generally provided by competent mobile telecommunications service provider exercising reasonable skill and care.

2.6 Wataniya may, using reasonable skill and care, exercise its discretion to refuse to provide any part of the Service to the Customer (other than the making or receiving of calls).

2.7 Wataniya may, for training and quality control occasionally record or monitor some calls, emails and any other communication between Wataniya and the Customer.

2.8 Wataniya will use reasonable endeavours to provide Content but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. It is a condition of Wataniya allowing the Customer some access to Content that the Customer accepts that Wataniya will not be liable for any action taken by the Customer in reliance on Content.

2.9 Wataniya may vary Content or the technical specification of Service from time to time.

2.10 The Service enables Content to Content. The Customer may only use Content in a way that does not infringe the Rights of others ("Approved Use") and the Customer must comply with all other instructions issued by Wataniya regarding the use of Content. The Customer shall not store, modify, transmit, distribute, broadcast or publish any part of Content other than for an Approved Use. The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that the Customer may print or download extracts of Content for personal use only.

2.11 The Customer is solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services by third parties over the Service. Wataniya will not be a party to or in any way responsible for any transaction concerning third party goods and services except in the case of negligence on the part of Wataniya.

2.12 The Service may not be available in all parts of the Republic of the Maldives or in all other countries and may be restricted to certain areas within those countries where access to the Service is possible.

3. Length of Agreement

3.1 This Agreement commences on the day on which the Customer connects to the Network.

3.2 At the end of any Minimum Period (where applicable) this Agreement will continue until either Party terminates the Agreement in the manner described in paragraph 8.

Things Wataniya may have to do

4.1 Occasionally Wataniya may have to: (a) alter the number assigned to the SIM Card, or any other name code or number associated with the Service for reasons beyond Wataniya's control or where Wataniya reasonably believe that the alteration will enhance the Customer's use of the Service; (b) temporarily bar or suspend the Service (or any part of it) for operational reasons or in an emergency or for reasons of security; (c) bar or suspend certain numbers from the Service on a temporary or permanent basis in order to prevent fraud or in circumstances where Wataniya would suffer a loss.

5. Charges for Service

5.1 Charges for using the Service will be calculated using the details recorded by the Network. Charges for calls will commence as soon as the Network acknowledges that the end user has responded. Charges for all other usage of the Service will commence as soon as the Network responds.

5.2 Customers on a Post-Paid Service will be sent a Bill (at intervals decided by Wataniya) and the Customer must pay the Bill (without any set off, counter claim, deduction or withholding whatsoever) by the due date stated on the Bill. Wataniya may charge interest at 2% (two percent) above the base lending rate of the Bank of Maldives Plc for any overdue amounts. Interest is charged on an anniversary basis calculated daily. Furthermore Wataniya reserves the right to charge for any costs (including administrative costs) incurred in the case of late payment or non-payment of Charges.

5.3 The Customer must promptly check and verify the accuracy of each Bill and promptly notify Wataniya in writing before the due date of the Bill of any error, inaccuracy or discrepancy in relation to any amount, item, entry or matter stated in the Bill. The Customer must also inform Wataniya of the grounds and reason for such dispute. The Customer shall promptly provide Wataniya with all information and assistance that Wataniya may require to allow Wataniya to investigate any error, inaccuracy or discrepancy in the Bill. Wataniya will use reasonable efforts to provide the Customer with a response within 15 (fifteen) working days of Wataniya's receipt of the Customer's written notice.

5.4 Any overpayment by the Customer in relation to any amount, item, entry or matter stated in the Bill shall be credited by Wataniya to the Customer (without interest) after completion of investigations to the satisfaction of Wataniya, in its sole discretion, as to the error or inaccuracy of that amount, item, entry or matter.

5.5 Wataniya may at its discretion apply a usage limit to the Customer's account (which Wataniya may alter) and may bar the Customer's Service if this limit is exceeded. As Wataniya's billing system is not instantly updated each time the Customer uses the Service it is possible, especially when making international calls or roaming, to exceed the Customer's usage limit. The Customer may be asked to pay any Charges incurred in excess of the Customer's usage limit before Service is reinstated.

5.6 The Customer is liable for all Charges arising under this Agreement whether incurred by the Customer or anyone else accessing the Service using the Customer's SIM Card (with or without the Customer's knowledge).

5.7 Where Tariffs include inclusive allowances which apply to certain calls, texts, data or messages ("Calls") up to a monthly limit, unused inclusive allowances cannot be carried forward from one month to the next unless expressly stated by Wataniya. In this context "monthly" or "month" means the Customer's monthly billing period, which may not equate to a calendar month. Eligible Calls will be set against inclusive allowances in the order in which such Calls are made except for roaming Calls (which if inclusive) will be set against inclusive allowances in the month in which Calls are recorded by Wataniya following receipt of the relevant Call records from the foreign network operator or clearing house.

5.8 Wataniya may require the Customer to provide a deposit as a condition of providing Service to the Customer or continuing to provide Service to the Customer. Wataniya will hold the deposit until the Customer has paid all sums due to Wataniya from the Customer under this Agreement. The amount of the deposit shall be determined by Wataniya at its sole discretion.

5.9 The deposit does not relieve the Customer from his liability to pay all Bills, sums and fees as they become due and payable and should not be construed as a waiver of any of Wataniya's rights under this Agreement. Without prejudice to any other rights or remedies that Wataniya has against the Customer under this Agreement, Wataniya reserves the right to apply and set off the deposit against any outstanding Charges, Bills due from the Customer to Wataniya or for any loss or damages sustained or suffered by Wataniya due to the Customer. No interest is payable on any deposit held by Wataniya and the deposit will be returned or any balance on the deposit as service credit if there are any sums due to the Customer from Wataniya on termination of this Agreement.

5.10 The Customer may move to any another Tariff in accordance with the tariff migration rules provided that the Customer pays Wataniya the charges applicable for such a move.

5.11 As with all GSM network operators Wataniya cannot guarantee delivery of messages sent using the Service. However, if the Network sends a message the Customer will be charged the applicable rate for sending a message, irrespective of whether delivery of the message sent is successful or not.

6. Customer Responsibilities

6.1 The Customer's Mobile Phone, SIM Card, Recharge Card if any and the Service must be used in the way described in the relevant User Guides or in any instructions issued by Wataniya.

6.2 The Customer agrees: (a) that all factual information the Customer provides to Wataniya is correct; (b) to take adequate precautions to prevent damage to or unauthorised use of the SIM Card, any unused Recharge Card and the Customer's Mobile Phone; (c) to inform Wataniya as soon as possible if the SIM Card, any unused Recharge Card or the Customer's Mobile Phone is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner and to co-operate with Wataniya in our reasonable security and other checks.

6.3 The SIM Card and the number assigned to the SIM Card for the Customer's use of the Service shall under all circumstances and at all times remain the property of Wataniya.

6.4 If the SIM Card or the Customer's Mobile Phone is lost, stolen, damaged or destroyed the Customer will be responsible for any Charges incurred until the Customer has informed Wataniya and the Service is suspended. Any replacement SIM Cards required by the Customer (due to any reason) will be provided by Wataniya at the cost of the Customer.

6.5 The Customer must not use or permit any other person to use the Service: (a) fraudulently, in connection with a criminal offence, in breach of any law or statutory duty; (b) to send a call or a message or send, upload, download, use or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax in breach of any Rights or privacy or otherwise; (c) other than in accordance with acceptable use policies of any connected networks and; (d) if appropriate any relevant internet standards.

6.6 The Customer must inform Wataniya immediately by advising Wataniya, if anyone makes or threatens to make any claim or issues legal proceedings against the Customer relating to the Customer's use of the Service or the Content and the Customer will, at Wataniya's request, immediately stop the act or acts complained of. If Wataniya requests the Customer, the Customer must confirm the details of the claim(s) in writing.

7. Wataniya's Rights to Bar or Suspend the Service

7.1 Wataniya may, at its sole discretion and without notice, bar or suspend the Customer's use of the Service and bar or suspend the Customer's access to the Service if: (a) any of the circumstances in paragraph 8.1 or 6.5 apply to the Customer; (b) in the event of loss or theft or if Wataniya has reasonable cause to suspect fraudulent use of a payment card, any unused Recharge Card, the SIM Card or Mobile Phone; (c) the Customer is persistently abusive or makes threats or otherwise acts illegally towards the public, Wataniya staff or property; or (d) a Customer who has subscribed to a Pre-Paid Service does not re-charge their Pre-Paid Service in accordance with instructions that may be issued by Wataniya from time to time. In the event that a Pre-Paid Service is suspended, all unused credits in relation to a Customer's Pre-Paid Service will be cleared and credited to Wataniya with effect from the time of suspension.

7.2 Wataniya may in its sole discretion require Customers to pay a charge and, if applicable, a re-connection charge if the Service is temporarily barred or suspended and/or the SIM Card is disconnected from the Network for the reasons stated in paragraph 7.1.

7.3 If the Customer so requests, Wataniya may, upon payment of a fee by the Customer, suspend the Service for a period of time, such period of time to be determined by Wataniya in its sole discretion.

7.4 Where Wataniya bars or suspends the Customer (due to the Customer contravening the Agreement or at the Customer's request), the Agreement will still continue until terminated in accordance with paragraph 8.

8. Termination

8.1 Without prejudice to any other right of Wataniya under this Agreement, Wataniya may, in its sole discretion, terminate the Agreement at any time if: (a) the Customer fails to pay the Charges when they are due or to pay any deposit that is required by Wataniya or breaks this Agreement in any other way; (b) Wataniya has reasonable cause to believe that the Service is being used in a way forbidden by paragraph 6.5, even if the Customer is not aware that the Service is being used in such a way and the Customer does not correct the situation within 7 (seven) days of receipt of a request from Wataniya; (c) the Customer is the subject of a bankruptcy order, or become insolvent, or makes any arrangement with or for the benefit of creditors or if being a company goes into either voluntary or compulsory liquidation or a receiver is appointed over its assets; (d) Wataniya is requested to terminate, bar, suspend or revoke the Customer's use of the Service by the TAM or any other relevant Government or other competent authority; or (e) upon the death of or due to the mental incapacity of the Customer.

8.2 This Agreement may be ended by: (a) Wataniya after giving the giving the Customer at least 30 (thirty) days written notice; (b) Customers on a Post-Paid Service after giving Wataniya at least 30 (thirty) days written notice; or (c) Customers on a Pre-Paid Service by ceasing to recharge by the end of the Suspension Period.

8.3 Customers on a Post-Paid Service must pay the subscription charges up to the end of the Minimum Period if they terminate this Agreement during the Minimum Period. This does not apply if the Customer terminates the Agreement for the reasons in paragraph 8.5.

8.4 If the Service is suspended for the reasons stated in paragraph 7.1 (d) Wataniya may, in its sole discretion, determine that this Agreement has been automatically terminated.

8.5 The Customer may terminate this Agreement at any time by giving written notice if Wataniya goes into liquidation or a receiver is appointed over its assets.

8.6 The Customer must pay all Charges incurred during this Agreement up to the date of termination itself.

8.7 The number assigned to the SIM Card can be assigned to another SIM Card by Wataniya upon the termination of this Agreement.

9. Limitation of Liability

9.1 Wataniya has no liability other than the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider or retailer.

9.2 Wataniya does not accept liability for direct, indirect or consequential loss, such as loss of profits, business, costs, expenses or any other form of economic loss.

9.3 Wataniya's liability to the Customer except for death or personal injury shall in aggregate be limited to the sum of Mf1 15, 000 (Maldivian Rufiyaa fifteen thousand).

9.4 Each provision of this paragraph 9 operates separately. If any part is found by a Court to be unreasonable or inapplicable the other parts will continue to apply.

10. Matters beyond Wataniya's reasonable control

10.1 Wataniya shall not be required to perform its obligations under this Agreement if its performance is restricted or prevented by something beyond Wataniya's reasonable control such as lightning, flood, exceptionally severe weather, tsunami, earthquake, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom Wataniya is not responsible (including other telecommunication providers), or acts of government or other competent authorities.

11. Changes to the Agreement

11.1 Wataniya may change this Agreement, the Price List, the Tariff for the Charges, partly or wholly at any time.

12. Assignment

12.1 The Customer shall not transfer the Service to a third party without obtaining the prior written consent of Wataniya.

12.2 Wataniya shall be entitled to assign or transfer its rights and obligations under this Agreement or any part of it on the same terms to any third party.

13. General

13.1 Notices given to Wataniya under this Agreement must be in writing and delivered by hand or sent by pre-paid post to Wataniya at the address given on the Bill.

13.2 Notices and communications to the Customer may at the discretion of Wataniya be given: (a) to the Customer's address stated in the Application Form or any other Maldivian address the Customer supplies to Wataniya; (b) by text (SMS), sent to the number assigned to the SIM Card; (c) by email, where the Customer has supplied an email address; (d) by publication in any one of the daily newspapers circulating in the Republic of Maldives; or (e) by posting on any Wataniya internet website.

13.3 Wataniya must be informed immediately of any changes to any of the details provided by the Customer to Wataniya in the Application Form.

13.4 The failure by any Party to exercise or enforce in any instance any of the terms or conditions of this Agreement, or to insist upon strict performance by the other Party of any of the provisions of this Agreement, shall not constitute or be deemed a waiver of that Party's rights under this Agreement.

13.5 The Customer agrees that the Network can allow the display of the number assigned to the SIM Card on receiving hand sets and in relation to all calls made by the Customer to emergency services. Requests made by the Customer with regard to the privacy of their personal information (including the number assigned to the SIM Card) shall be solely limited to the non-publication of the information so requested in any directory printed by Wataniya.

13.6 Complaints may be addressed in writing to Wataniya Telecom Maldives Pvt Ltd, First Floor, 2nd Floor, Urban Development Unit Building, Hulhumale', Male', PO Box 2196, Republic of the Maldives. The number assigned to the SIM Card should be included in any correspondence. If Wataniya does not resolve the Customer's complaint the Customer may contact CAM.

13.7 Either Party may submit disputes that cannot be settled under the procedures provided for in paragraph 13.6 to the non-exclusive jurisdiction of the courts of the Republic of Maldives.

13.8 Wataniya has the right to prevent the use of the Network of any Mobile Phones that are reported as lost or stolen by the Customer or law enforcement authorities. Wataniya may also exchange the Mobile Phone identity with other cellular network operators who may choose to prevent the Mobile Phone from being used on their networks.

13.9 These terms and conditions may be translated into Dhivehi provided that the English text shall prevail in the event of any uncertainty or inconsistency.

14. Third Party Rights

14.1 Third parties cannot benefit from this Agreement.

15. Law

15.1 This Agreement is governed by the laws of the Republic of the Maldives.

16. Use and Disclosure of Information

16.1 Subject to paragraph 16.2 Wataniya will not use or disclose any information or document provided by the Customer, or obtained in the course of providing services to the Customer other than for and in relation to the provision of the Service unless the use or disclosure is permitted or required by Law.

16.2 Wataniya is authorized by the Customer to use and disclose, in the Maldives and abroad, information about the Customer and his use of the Service and conduct of his account for the purpose of operating his account and providing the Customer with the Service or under law to our associated companies, partners or agents, any telecommunications company, debt collection agency or credit reference and fraud prevention associated agency or government agency and other users of these agencies who may use this information for the same purpose as Wataniya. The Customer agrees to this information being used by Wataniya for credit control purpose and fraud and crime detection and prevention.

16.3 The Customer agrees to the information described in paragraph 16.2 being used, analyzed and assessed by Wataniya and the other parties identified in paragraph 16.2 and selected third parties for marketing purposes including amongst other things to identify and offer the Customer by phone, post, the Network, the Customer's Mobile Phone, email, text (SMS), media messaging or other means, any further products, services and offers which Wataniya thinks might be of interest to the Customer.

16.4 Some Services or services provided by third parties may require the disclosure of information about the location of the Customer's Mobile Phone. Please note that Wataniya may pass information about the location of the Customer's Mobile Phone to emergency services.

17. Internet Access. The following terms and conditions are applicable to Customers using Mobile Phones, which enable access to the internet ("Mobile Internet Phone").

17.1 Wataniya or its contractual partners may provide links to other websites or resources. Wataniya neither accepts responsibility for third party websites or resources nor endorses their content.

17.2 For Internet access, the Customer understands that all the visual, textual or other information published or otherwise made available (directly or indirectly) on the internet using the Service ("Information") whether publicly posted or privately transmitted, is the sole responsibility of the person from which such information originated. This means that the Customer, and not Wataniya, is entirely responsible for all information that the Customer uploads, emails or otherwise transmits via internet access.

17.3 The Customer's dealings with, and interest in, promotions, services, or merchants found by using the Customer's Mobile Internet Phone or internet, or otherwise, unless explicitly stated by Wataniya, is solely between the Customer and the other person with whom the Customer is dealing. Wataniya will not be responsible for any losses or damages that may arise from any such dealings with third parties.

17.4 Access to secure financial transactions will be dependent on the make and model of the Customer's Mobile Internet Phone and the third party supplier of Content.