

PRE-PAID TERMS AND CONDITIONS

These terms and conditions herein stipulated govern the provision of the Dialog Services provided by Dialog Axiata PLC ("Dialog"). Due completion of this application form and the activation of the SIM Card indicate that the Subscriber has read, understood and accepted these terms and conditions.

1. Definitions

'**Account Balance**' means the credit amount available in the Subscriber's Dialog Account

'**Call Charges**' means charges payable by a Subscriber in connection with usage of Dialog Services, calculated based upon time units used by a Subscriber

'**Dialog Network**' means Dialog's Public Mobile Telecommunications Network.

'**Dialog Services**' means the telecommunication services offered by Dialog to a Subscriber

'**MSISDN**' means the Mobile Subscriber Integrated Services Digital Network (Mobile Number)

'**Recharge Card/ Reload**' means the topping up of the Account Balance by the Subscriber either by way of purchasing a top up card or by other means made available by Dialog from time to time

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

'**Subscriber**' means an individual or a company whose application to subscribe for Dialog Services has been accepted

2. Dialog Services

Dialog reserves the right to:

- 2.1. reject any application for any reason whatsoever without assigning any reason and without any liability;
- 2.2. make any alteration to the Dialog Services and Dialog shall not be liable for any loss or inconvenience to the Subscriber resulting therefrom;
- 2.3. vary, add to or amend the terms and conditions applicable to the Dialog Services;
- 2.4. at anytime, share their database/ specific subscriber information with any one of its subsidiaries and/or holding companies in order to provide an integrated service to the Subscribers and/or any Government authority in connection with any criminal investigation or for the purpose of any criminal proceedings
- 2.5. disconnect / suspend the Subscriber from the Dialog Network at anytime without assigning any reason;
- 2.6. re-use / reallocate the MSISDN, if the Subscriber's Dialog Account is disconnected/ not activated for a period of three months;
- 2.7. transfer ownership of the MSISDN to a third party without consent of or notice to the Subscriber; forward Dialog or third party relevant promotional offers from time to time.

Dialog shall not be liable to the Subscriber and/or any third party for any loss, damage or injury caused to or suffered by a person or property, whether it be direct, indirect, special, consequential, loss of business revenue or profits, or of any nature suffered by any Subscriber or any person authorized by any Subscriber;

3. Responsibilities of the Subscriber

The Subscriber shall:

- 3.1. adhere to all laws, regulations and guidelines concerning the use of the Dialog Services;
- 3.2. not use Dialog Services to commit acts of terror, improper, immoral, unauthorised or unlawful activities and/or for any improper, unlawful or abusive purpose or send obscene, threatening or unsolicited messages;
- 3.3. provide all information and co-operation that Dialog may require in relation to the Dialog Services from time to time;
- 3.4. report immediately to Dialog, upon the discovery of any fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts in relation to Mobile Station and its use;
- 3.5. bear all stamp duty, service tax charges and any other cost or charge imposed by law with regard to the usage of Dialog Services from time to time
- 3.6. inform Dialog in writing of any changes in any information provided to Dialog
- 3.7. indemnify and hold harmless Dialog and its officials/agents against any and all claims, demands, actions or allegations and shall pay any and all damages or costs incurred/awarded against Dialog;
- 3.8. be informed that the Pre Paid connection has a validity period depending on the recharged amount and at the end of the validity period Subscriber shall recharge the Pre Paid connection again. The maximum validity period the Subscriber shall get at any given time is 365 days.
- 3.9. Be informed that, in the event the Subscriber has not recharged the Pre Paid connection at the end of the validity period, Dialog shall grant a grace period at its discretion for the Subscriber to recharge and at the end of such grace period, Dialog shall deactivate the Pre Paid connection and shall recycle the same after a period of Three (03) Months from the deactivation date.

4. SIM Card

- 4.1. The SIM Card once purchased belongs to the Subscriber. The Subscriber shall be responsible for the safe custody of the SIM Card and shall not transfer the SIM Card to any third party without prior notice to Dialog and the execution of the required documentation. Failure to do so shall result in the last registered user being held liable for the use of the SIM Card.

5. Tariff

- 5.1. Payment for Dialog Services shall be by purchasing a Recharge Card/Re-load and activating the same prior to the date stipulated therein .
- 5.2. The rates and charges may be varied by Dialog from time to time. The Subscriber can obtain the current rate of fees and charges by contacting Dialog at any time.
- 5.3. The Subscriber shall not be able to access the Dialog Services without sufficient Account Balance.

6. Miscellaneous

- 6.1. Dialog may vary these terms and conditions at any time. Continued use of the Dialog Services thereafter shall be deemed to constitute acceptance of the same by the Subscriber.
- 6.2. In the event of a dispute in connection with the Dialog Services, the decision of Dialog, based on the service records, shall be final and conclusive and shall be binding on the Subscriber.
- 6.3. All conditions, warranties and representations implied by law in relation to the Dialog Services and Dialog Network are excluded to the extent permitted by law and except as expressly provided in these terms and conditions.
- 6.4. These terms and conditions shall be governed by the Laws of Sri Lanka and subject to the exclusive jurisdiction of the courts of Sri Lanka.
- 6.5. The English terms and conditions shall prevail over the Sinhala and Tamil translations (if any)