

BROADBAND DEVICE AGREEMENT

Contract Number

Section 1 | Customer Details

Customer Name

Customer Contact Number

National Identification Number/
Registration Number

Registered Address

Broadband Account ID

Email Address

Section 2 | Device Details

Device Name:

5G AirFibre

Model Number:

Brand:

Huawei

IMEI:

Section 3 | Charges / Payment Details

Minimum Commitment Period: Please ✓ one of the below

 6 Months 12 Months Other: _____

Upfront Fee:

Free Device Offer

Device Price:

2538/-

Monthly Fee:

Section 4 | Exit Option

Please ✓ one of the below



Exit Option A: Customer shall pay to Service Provider the total Device Price specified herein and shall be settled by the Customer immediately upon termination of this Agreement.



Exit Option B: Customer shall pay to Service Provider the total of the Monthly Fees payable for the remainder of the Minimum Commitment Period in full and shall be settled by the Customer immediately upon termination of this Agreement.

Section 5 | Signatures

Customer Declaration

1. I confirm that I have read, understood and agree to the terms and conditions stated in the back of this Agreement and Ooredoo Maldives's terms and conditions available on www.ooredoo.mv.
2. I agree that by signing this agreement, I will be bound by all terms and conditions of Ooredoo Maldives governing services stated herein.
3. I confirm that the information stated in the Agreement is information that I have provided and is true.

Signed for and on behalf of Customer

In the presence of

Name: _____

Name: _____

NIC Number: _____

NIC Number: _____

Signature: _____

Signature: _____

For Office Use Only

Accepted by:

Name: _____ Date: _____

Staff ID: _____ Signature: _____

SECTION 6. SUPPORTING DOCUMENTS

1. Identification Documents of Signee and Witness.
2. Certificate of Registration for Corporate entities
3. GST Registration Certificate/If not registered, a signed and stamped letter from Customer stating so
4. Document showing authority of Signee to sign on behalf of Customer

TERMS AND CONDITIONS BROADBAND DEVICE AGREEMENT

1. This Agreement for the Broadband Device (the "Agreement") is made by and between Ooredoo Maldives PLC a public limited company incorporated under and in accordance with Law No: 10/96 of the Republic of Maldives and whose registered office is located at 5th Floor of H. Sunleet, Male' Boduthakurufaanu Magu, Republic of Maldives, which is registered with the Ministry of Economic Development and Trade with company registration number C-633/2004 (herein after referred to as the "Ooredoo" or "Service Provider"), and the Customer as specified herein Agreement (hereinafter referred to as the "Customer" which expression shall include its successors-in-title, liquidators and assignees where the context so requires or admits).

2. DEFINITIONS

In this Agreement, unless the context otherwise requires the following terms shall have the following meanings:

- a. "Agreement" means this document as the same may be amended, modified or supplemented from time to time in accordance with these provisions, Ooredoo Maldives' Terms and Conditions available on www.ooredoo.mv/ and any terms and conditions specific to the Broadband Service of the Customer;
 - b. "Application Form" means the front page of this Agreement;
 - c. "Broadband Account Number" means the account number for relevant Broadband Service account of Customer issued by Ooredoo;
 - d. "Broadband Service" means the broadband service(s) provided by Ooredoo to its Customer;
 - e. "Customer(s)" means the Customer(s) and the holder of the Broadband Account Number stated in the Application Form;
 - f. "Charges" means the sum payable by the Customer to Ooredoo pursuant to this Agreement, as set out in the front page of this Application Form;
 - g. "Device" means the device specified in the front page of this Agreement;
 - h. "Effective Date" means the date of the provision of the offer by Ooredoo to the Customer;
 - i. "Exit Option" means the obligations of the offer made by Ooredoo to Customer where the Customer wishes to terminate the Agreement prior to the Minimum Commitment Period as specified herein;
 - j. "Minimum Commitment" means the minimum duration from the Effective Date of service during which Customer shall not terminate, or downgrade the Broadband Services as specified in the front page of this Agreement; and
 - k. "Payment" means any payments owed by Customer to Ooredoo.
3. Where appropriate, words denoting a singular number only shall include the plural and vice versa, and words imparting any gender shall include every gender.
4. Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
5. Unless the context otherwise requires, references to any clause are to the whole clause or and any part of it.
- Unless the context otherwise requires, where the words include(s) or including are used in this Agreement, they are deemed to have the words "without limitation" following them.
7. References to writing or written do not include e-mail.
8. Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this Agreement and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
9. Clause, Schedule and paragraph headings do not affect the interpretation of this Agreement.
10. A reference to "month", "monthly" "year" and "yearly" and any other references in time shall be construed by reference to the Gregorian calendar.

TERM

11. Unless sooner terminated in accordance with the provisions hereof, this Agreement shall commence on the Effective Date and shall be for the duration of the Minimum Commitment Period (the "Term" or the "Minimum Commitment Period") unless either Party terminates the Agreement as provided herein.
12. The Customer shall pay to Ooredoo the Charges as specified in the front page of this Agreement, and promptly pay any other sums due or payable to Ooredoo with respect to any services of Ooredoo in accordance with the relevant payment terms without any set-off, counterclaim, deduction or withholding whatsoever.
13. Customer shall not have the right to terminate, downgrade or in any way suspend the Broadband Service during the Minimum Commitment period.

RIGHTS AND OBLIGATIONS OF THE PARTIES

14. On the terms provided herein, Ooredoo shall:
- Provide to Customer the Device specified in front page of this Agreement; and

- Bill the Customer for the Charges in accordance with this Agreement and the standard terms and conditions as agreed between the Customer and Ooredoo at the time of application for services of Ooredoo;
- On the terms provided herein, throughout the Minimum Commitment of this Agreement the Customer shall:
 - Stay on the Ooredoo network;
 - Not change the ownership of the Broadband Account Number;
 - not have the right to downgrade the rate plan of the Broadband Service which has been agreed between Customer and Ooredoo; and
 - pay all bills on a timely manner as they fall due;
- Where the Customer wishes to terminate this Agreement prior to the Minimum Commitment, or where the Customer breaches any of its obligations under this Agreement, Customer shall pay to Ooredoo the amount specified in the Exit Option as compensation, such compensation shall be settled immediately by the Customer.
- Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to Ooredoo.

TERMINATION

- Ooredoo may immediately terminate this Agreement forthwith by giving notice of termination to the Customer on any of the following events:
 - if any sum payable to Ooredoo hereunder is not paid by the due date for payment;
 - If the License is terminated, suspended, withdrawn or revoked for any reason;
 - The Customer may not terminate this Agreement without paying all amounts due to Ooredoo under this Agreement.
 - Any exercise by either Party of any of its rights under this Agreement shall be without prejudice to any accrued rights of either Party under this Agreement.
 - Termination of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination and, in particular, but without limitation, the right to recover damages against the other and all provisions which are expressed to service this Agreement shall remain in force and effect.
 - Ooredoo shall have the right to terminate this Agreement for convenience by giving the Customer 1 (one) months' prior written notice.

MISCELLANEOUS

- The Customer may not assign, transfer, sub-contract or otherwise dispose of any of its rights, obligations or responsibilities under this Agreement.
- 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.
- A Party shall be excused from performing its obligations under this Agreement if its performance is restricted or prevented by a natural cause beyond its control, which shall be limited to Acts of God, storm, tempest, flood, war, insurrection and civil commotion. Performances shall be excused only to the extent of and during the reasonable continuance of such disability.
- Each Party represents that it has taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish the other Party with satisfactory evidence of this upon request.
- Each Party hereto agrees that it shall comply with all applicable laws, ordinances, codes and regulations in the performance of its obligations or receipt of services under this Agreement, including the procurement of permits and certificates where required. If at any time during the Term of this Agreement, a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance or code (or if it is so determined by any court, tribunal or other authority), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.
- All notices, requests, demands or other communications to or upon the respective Parties to this Agreement shall be in English and shall be deemed to have been duly given or made when delivered personally or by registered letter or by facsimile or by email to the other Party at the addresses set out in the Customer Details or at such other address as the Party concerned may hereafter specify to the other in writing.

FOR OOREDOO:

OOREDOO MALDIVES PLC
5th floor, H. Sunleet Building,
Boduthakurufaanu Magu,
P.O. Box: 2190,
Male', Republic of Maldives
Fax no: 960 9611199

For the attention of the Chief Executive Officer

FOR THE CUSTOMER:**AS SPECIFIED IN THE CUSTOMER DETAILS**

Posted letters shall be deemed to have been delivered 7 (seven) business days after posting (Fridays, Saturdays and Public Holidays excepted) and facsimile messages shall be deemed to have been delivered at the time of dispatch unless they are received outside business hours of the recipient in which case they shall be deemed received at the opening of business on the next business day, and the transmission report shall be evidence of such delivery. For the avoidance of doubt, notice given by email under this Agreement shall not be validly served if sent only by email.

29. This Agreement shall insure to the benefit of and be binding upon each of the Parties and their respective successors-in-title, permitted assigns and liquidators.
30. If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of Maldives, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of Maldives shall in any way be affected or impaired thereby.
31. Unless otherwise provided for in this Agreement, any amendments to this Agreement shall be made in writing and executed by both Parties to this Agreement.
32. This Agreement is drawn up in the English language. This Agreement may be translated into any other language provided that the English text shall prevail.
33. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contemplated herein and supersedes all oral statements and prior writings.
34. This Agreement shall be executed simultaneously in two original copies, each of which when executed and delivered shall constitute an original, but all copies shall together constitute but one and the same instrument.
35. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Republic of Maldives.

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