

TERMS AND CONDITIONS – M-FAISAA SERVICE

GENERAL

1. Please read these terms and conditions carefully before accepting them and/or using the Service. By accepting these terms and conditions and/or using the Service, you signify your agreement to be bound by these terms and conditions which together, constitute an electronic record and binding legal agreement (referred to herein as “**Agreement**”) between you, the person registering for and/or accessing the Service (referred to herein as “**You**” or “**Customer**”), and Ooredoo Maldives PLC (referred to herein as “**Ooredoo**”, “**Us**” or “**We**”). The Parties acknowledge and accept that this electronic record forming the Agreement is generated by a computer system and does not require any physical or digital signatures but shall have the same effect as a physical or digital signature.
2. This Agreement shall be read with Ooredoo’s Standard Terms and Conditions for the Provision of Mobile Telecommunication Services which may be found on our website at www.ooredoo.mv (the “**Website**”), and applies to your use of the m-Faisaa service as described below. Please read this Agreement carefully. In case of any conflict between Ooredoo’s Standard Terms and Conditions for the Provision of Mobile Telecommunication Services and this Agreement, the terms of this Agreement shall prevail, unless the subject of the conflict falls within the ambit of the applicable telecommunications laws and regulations, in which case Ooredoo’s Standard Terms and Conditions for the Provision of Mobile Telecommunication Services shall prevail to the extent of such conflict.

DEFINITIONS

3. The following capitalized words shall have the meaning ascribed to them below unless the context otherwise requires:
 - (a) “**Airtime**” means the balance on your SIM Card for use with other Ooredoo products and services.
 - (b) “**Available Balance**” means the amount of m-Faisaa in your Wallet Account at any time.
 - (c) “**Commercially Reasonable Efforts**” means the carrying out of obligations or tasks by a party in a sustained manner using good faith commercially reasonable and diligent efforts, which efforts shall be consistent with the exercise of prudent business judgment.
 - (d) “**Domestic Pocket**” means the section of your Wallet Account which records the amount of m-Faisaa you have, excluding the amount of m-Faisaa you have in the IMT Pocket. For avoidance of doubt, you cannot use the m-Faisaa in the Domestic Pocket to carry out any Transaction related to IMT Service.
 - (e) “**Equipment**” means your mobile phone and SIM Card used to effect transactions via the Service.
 - (f) “**Force Majeure**” includes without limitation acts of God, default or failure of a third party, natural causes (such as severe weather, storms, hurricanes, typhoons, tsunamis, earthquakes, lightning, floods, widespread fires or any other natural disaster), epidemics of infectious diseases, war (whether declared or not), riots, industrial action, civil unrest, acts of terrorism, rebellion, revolution, insurrection, military or usurped power or confiscation, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, equipment failure including your Equipment or the equipment of any third party, computer or software malfunction, interruption or disruption of our Network or

the networks of other service providers, nationalization, governmental action or any act or decision made by a court of competent jurisdiction.

- (g) **"IMT Pocket"** means the section of your Wallet Account which records the amount of m-Faisaa you have, which is specifically designated for IMT Service. For avoidance of doubt, you cannot use the m-Faisaa in the IMT Pocket to carry out any other Transaction and you may be required to fulfill additional KYC requirements before the IMT Pocket is available for your use in your Wallet Account.
- (h) **"International Money Transfer Organization"** or **"IMTO"** means the party or parties facilitating the IMT Service in accordance with this Agreement.
- (i) **"International Money Transfer Service"** or **"IMT Service"** means the IMTO's international money transfer service facilitated through the Service in accordance with this Agreement.
- (j) **"Maldives"** means the Republic of Maldives.
- (k) **"Maldives Monetary Authority"** or **"MMA"** means the Central Bank of Maldives.
- (l) **"Maldivian Rufiyaa"** or **"MVR"** means lawful currency of Maldives.
- (m) **"Mobile Number"** means the phone number connected to your SIM Card and used to register for the Service.
- (n) **"mPIN"** means your four-digit personal identification number used to log in to use the Service.
- (o) **"m-Faisaa App"** means the m-Faisaa related section of the Ooredoo App.
- (p) **"m-Faisaa"** means money in any particular currency recorded electronically in the Wallet Management System that has the same value as cash in the designated currency.
- (q) **"Network"** means the mobile telecommunications network operated by us in Maldives.
- (r) **"Ooredoo App"** means the mobile application owned and operated by Ooredoo.
- (s) **"Ooredoo Agent"** means a third party authorized by Ooredoo to carry out certain Transactions such as m-Faisaa cash in and cash out and facilitation of bill payments via m-Faisaa. A list of Ooredoo Agents are published on our Website.
- (t) **"Ooredoo Customer Care"** means Ooredoo's customer care services that can be contacted by phone at 929 or at +960 9613929 or via the chat function on Ooredoo App.
- (u) **"Ooredoo Merchants"** means any location that accepts m-Faisaa as payment for goods and services as listed on the Website.
- (v) **"Ooredoo Outlet"** means a retail outlet, store or other location operated by us and listed on our Website where you can carry out certain Transactions including but not limited to m-Faisaa cash in and cash out and facilitation of bill payments via m-Faisaa.
- (w) **"OTP"** means a one-time password, which you receive in an SMS on the registered Mobile Number for logging into or to confirm a transaction for m-Faisaa Wallet.
- (x) **"Parties"** means both Ooredoo and you collectively.
- (y) **"Party"** means either Ooredoo or you as the context requires.

- (z) **"Permitted Destination"** means any country to which you may send money using the IMT Service. These countries are listed on our Website or are available from any Ooredoo Outlet.
- (aa) **"Prepaid"** means an Ooredoo prepaid product offered to its customers.
- (bb) **"Recipient"** means the person indicated by the you in the relevant documentation as the person that will receive the funds transferred through IMT Service.
- (cc) **"Service"** means the service we provide to you through which you may carry out Transactions as described in this Agreement.
- (dd) **"SIM Card"** means a secured subscriber identity module card that enables a Wallet Account Holder to access the Service and other services provided by Ooredoo.
- (ee) **"SMS"** means short message service or text message sent to your phone.
- (ff) **"Transactions"** has the meaning set forth in Clause 6.
- (gg) **"Transaction Limits"** means the limits in MVR applicable to Transactions that you can carry out using the Service, in each day or each month that are set forth on our Website, or are available from any Ooredoo Outlet.
- (hh) **"Transfer Instructions"** means instructions given by you using your Equipment to carry out Transactions via the Service.
- (ii) **"Wallet Account"** means your account maintained by Ooredoo which records the amount of m-Faisaa you have. The Wallet Account shall have 2 (two) pockets, IMT Pocket and Domestic Pocket as defined herein.
- (jj) **"Wallet Account Holder"** means the holder of the m-Faisaa Wallet Account.
- (kk) **"Wallet Account Holder Information"** means any information associated with the m-Faisaa Wallet Account Holder relating to its use of the System.
- (ll) **"Wallet Management System"** or the **"System"** means the Service ecosystem operated by Ooredoo in which all Wallet Account balances and transactions of Wallet Account Holders are recorded.

COMMENCEMENT DATE

4. This Agreement shall be effective and binding on the Parties from the date of your acceptance and shall remain in effect until your Wallet Account is Retired unless earlier terminated in accordance with the terms and conditions contained herein. Notwithstanding the aforementioned; any access and usage of the m-Faisaa App shall also be subject to the terms of this Agreement; and any provisions thereof which are expressly stated or intended to survive the retirement of a Wallet Account, shall continue to be in effect after such retirement as required.

MINIMUM AGE REQUIREMENT

5. By subscribing to the Service you confirm that you are at least 18 (eighteen) years old.

THE SERVICE

6. You may use the Service to carry out the following transactions ("**Transactions**") using your Wallet Account and Equipment:
 - (a) Send m-Faisaa to another customer's Wallet Account in Maldives.
 - (b) Send money to Recipients in Permitted Destinations via the IMT Service.
 - (c) Purchase Airtime or use other Ooredoo services using m-Faisaa.
 - (d) Make cash deposits to (cash in) and withdrawals from (cash out) your Wallet Account at any Ooredoo Outlet or Ooredoo Agent locations. Cash in to the Domestic Pocket of your Wallet Account shall be done in MVR and for IMT Pocket, it shall be as specified in clause 4 of Schedule I hereto. However, irrespective of the currency in which the money was cashed in to your Wallet Account, any cash out will be in MVR only.
 - (e) Purchase goods and services from Ooredoo Merchants using m-Faisaa.
 - (f) Cash in m-Faisaa into your Wallet Account directly from your bank account.
 - (g) Pay third party bills using m-Faisaa.
 - (h) Receive your salary from Your employer in the form of m-Faisaa.
7. You authorize us to process your Transfer Instructions confirmed with your mPIN authentication made using the m-Faisaa App.
8. Your m-Faisaa is different from Airtime. You cannot use your Airtime as m-Faisaa to enter into a Transaction, unless otherwise specified in the applicable terms and conditions.

REGISTRATION AND USE OF WALLET ACCOUNT

9. To access the Service, you must register your m-Faisaa Wallet Account with us. You may register the Wallet Account via m-Faisaa App, by completing the registration process including providing the Know Your Customer (KYC) details required. We reserve the right to refuse your application for any reason.
10. If access to the Service is made by any third party by use of your mPIN with or without your authorization, we shall consider that the Service has been accessed properly and the transaction conducted is valid.
11. If a wrong mPIN is entered more than three (3) times consecutively, the Wallet Account of that Wallet Account Holder will be automatically suspended temporarily. Should you wish to reactivate the Service, you should contact Ooredoo Customer Care.
12. If you forget your mPIN, you may select the "Forgot mPIN" option on the m-Faisaa App and reset the mPIN using the OTP received to the registered Mobile Number associated with your m-Faisaa Wallet Account.
13. Once your application has been accepted, you may use the Wallet Account as follows:
 - (a) To cash in m-Faisaa from any Ooredoo Outlet.
 - (b) M-Faisaa may be sent to your Wallet Account by your employer or any other person.
 - (c) You may transfer m-Faisaa to your Wallet Account by sending funds from your bank account.
 - (d) With an Available Balance you may carry out Transactions.

- (e) A Transaction will not take place if you have insufficient m-Faisaa in your Wallet Account to cover the amount of m-Faisaa you want to send and the related charges. We will notify you via SMS that the Transaction will not take place in such circumstances.
- (f) A Transaction that exceeds the Transaction Limits will not take place.
- (g) We may carry out identity and security checks in relation to your Know Your Customer (KYC) details and applicable anti-money laundering laws and regulations, when we receive your Transfer Instructions and may refuse any Transaction if we are not satisfied with the results of our checks.
- (h) We will confirm all successful Transactions sent or received by sending you an SMS with a transaction reference ID and your new Wallet Account balance.

UNDERTAKINGS

14. You undertake and agree as follows:

- (a) The information that you provided to us for the purpose of registration for the Service is and will be true and correct; and that you will immediately inform us of any change in such details at any time thereafter.
- (b) You will provide any additional information that we may request from time to time relating to your registration, failing which we may suspend or terminate the Service.
- (c) The information provided by you may be held on a database and we may use, store, analyze as well as transfer or exchange such information without notice or reference to you or without obtaining any consent from you, with all such persons as may be required and/or permitted under applicable law. You agree that your information may be treated in such manner by us. You agree to opt-in for Ooredoo and Ooredoo partner related marketing and advertising.
- (d) You will comply with this Agreement.
- (e) You will comply with all applicable laws, statutes, rules, regulations, notices, instructions or directives of the relevant authorities or any notices, instructions, directives or guidelines given by us in connection with the Service by publication on the Website, through the media or any or other channel of communication as may be decided by us at our sole and entire discretion.
- (f) You have not fraudulently registered with us for use of the Service. If we discover that you are impersonating another customer, whether an individual or another legal entity, you shall be responsible for any liability that may arise as a result of such fraudulent activity. Abusing the Service may result in its immediate termination or suspension and we shall notify the relevant authorities promptly of such abuse or where we believe that there are reasonable grounds to suspect such.
- (g) You shall not use the Service for any illegal activity.
- (h) You will comply with the Transaction Limits applicable to any Transaction from time to time.
- (i) All records of Transactions relating to your mPIN will be binding on you and act as conclusive evidence of your registration for the Service and your confirmation to proceed with a Transaction.

- (j) You shall be responsible for all your Transactions. Upon request by you, Ooredoo shall provide you with online or paper statements of your Wallet Account.
- (k) The use of the Service is subject to such other terms, conditions, rules and regulations as specified by MMA or any other regulatory or governmental authority from time to time.
- (l) The Service is not transferable or assignable by you to any third party. We shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss as a result of your transferring or assigning the Service to any third party.
- (m) The Wallet Account cannot be pledged or used in any manner by you as any form of security in favor of any third party for any purpose. We shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss as a result of your using the Service as a form of security.
- (n) You will be responsible for checking and verifying all Transactions including, without limitation, the amount and recipient information. We shall not be obliged to reverse any transactions or wrongful entries as a result of your error or mistake.
- (o) You will immediately notify Ooredoo upon receipt of incomplete or inaccurate data or information or any data which is not intended for you. You shall immediately delete any such data or information which is not intended for you, from your Equipment.
- (p) You will use your Wallet Account only for personal use and not for any commercial business, whether directly or indirectly, unless otherwise permitted expressly in writing by Ooredoo. If we determine that you have violated this undertaking, we will close your account(s) in accordance with the instructions of MMA and the Ministry of Economic Development.
- (q) You are the only person entitled to the m-Faisaa in the Wallet Account.

KYC COMPLIANCE

- 15. Know Your Customer (KYC) process (KYC Process) is the process of verifying the identity of a Customer. The objective of the KYC Process is to; carry out the due diligence process in compliance with applicable Laws and Regulations; and prevent and deter the Services from being used, for illegal activities including but not limited to money laundering, terrorism financing and fraudulent activities.
- 16. A Customer shall be permitted to make any Transaction only after fulfilling the KYC requirements as put in place by Ooredoo. Ooredoo may require Customers to fulfill additional KYC requirements from time to time, in order to carry out certain Transactions and/or depending on the type of Wallet Account.
- 17. In an event you fail to provide adequate and/or accurate information for the KYC Process and/or if Ooredoo is of the opinion that the information provided as such by you is inaccurate, Ooredoo shall have the absolute right and discretion to restrict or discontinue the Service or any part thereof to you or suspend your Wallet Account, at any point in time.
- 18. In an event, where there is a change to any information provided by you during the KYC Process or at any point thereafter, you shall immediately notify Ooredoo and update the KYC information to reflect such change.
- 19. Ooredoo shall not be responsible for any disruption to any m-Faisaa Services faced by you, due to your failure to comply with KYC Process specified herein and/or any other regulatory requirements relating to such.

ANTI-MONEY LAUNDERING, COUNTER-TERRORISM FINANCING ["AML/CTF"] AND SANCTIONS

20. You hereby agree to be bound by and comply with all applicable Laws and Regulations in relation to the use of m-Faisaa Services.
21. Ooredoo at its own discretion, reserves the absolute right to delay, block or reject the any Transaction, without having to furnish any reason, if Ooredoo is of the reasonable opinion that such Transaction may be in breach of applicable Laws, Regulations and/or policies including but not limited to those relating to AML/CTF.
22. The Customer declares and undertakes to Ooredoo that the processing of any Transaction by Ooredoo in accordance with the Customer's instructions will not breach any laws or regulations of Maldives or any other country.
23. If any Transaction cannot be processed due to restrictions by way of sanctions, orders, directives or otherwise, imposed and enforced against certain jurisdictions, individuals or entities by the United Nations, the United States of America, the European Union or other international bodies or governmental authorities, which Ooredoo is required to comply with, the Customer agrees and accepts that Ooredoo, shall not be liable or responsible to the Customer or any other person for any loss, damages, costs, charges and/or any other expenses arising out of or in relation to non-processing of such Transaction.
24. Ooredoo reserves the right to disclose/share information to the law enforcement agency, relevant authorities and any entity legally entitled to demand for such information relating to you or your usage of the Service, pursuant to a legal duty or responsibility to do so under applicable law.

INDEMNIFICATION

25. Except to the extent otherwise stipulated under this Agreement and/or under applicable law, the Customer agrees to indemnify and hold Ooredoo (including its officers, servants, employees and/or agents) against any and all liabilities, losses, damages, costs, charges, proceedings or expenses incurred or suffered in relation to the Customer's use of the m-Faisaa Services including but not limited to; (a) any willful, unlawful or negligent act or omission of the Customer; (b) any injury to, or death of a natural person or a third party's tangible property, to the extent caused by the Customer; and/or (c) any breach of Customer's obligations specified hereunder.

INTEREST

26. We will not pay interest on any m-Faisaa held in your Wallet Account.

DISCLAIMERS

27. The Service is provided on an "as is" basis without any representations of any kind, whether express or implied as permitted by law. Your use of the Service is at your own risk.
28. We will use Commercially Reasonable Efforts to ensure that the Service is secure and cannot be accessed by unauthorized third parties.
29. We shall not be liable or responsible to you or to any third parties for any losses, damages, costs or expenses suffered by such person(s) arising out of or in connection with the rejection of your application or its non-acceptance or use, withdrawal, restriction, cancellation or termination of the Service resulting from or in consequence of any act or omission by us, except in the case of our willful default or gross negligence.

30. We shall not be responsible for any Transactions carried out by you through the Service. We will use our Commercially Reasonable Efforts to assist you with any error or mistake made in effecting any Transaction. However, any dispute between you and the transacting party must be resolved by you and such party.
31. We shall not be liable for acting on a confirmation sent with your mPIN. Such confirmation shall be deemed irrevocable and binding on you upon receipt by us, notwithstanding any error, fraud, forgery, negligence, lack of clarity or misunderstanding in respect of the terms of such confirmation.
32. Apart from liability that we cannot exclude by law, we will not be liable for any losses you suffer as a result of using the Service, including losses arising from; (i) an error or mistake you have made in your Transfer Instructions; (ii) any fraud committed by another customer or third party; (iii) any delays or losses arising from a failure of the Network; and (iv) our inability to provide the Service or any part thereof due to Force Majeure or other events beyond our reasonable control.

VALIDITY AND ACCESS TO INFORMATION

33. We shall make available online, information with respect to Transactions carried out by you. This information may be accessed through the m-Faisaa App.
34. Information relating to your use of the Service, your name and other personal information may be used by us and/or made available to MMA, our other partners, other regulatory or governmental agencies or other third parties to enable us to open or manage your Wallet Account, otherwise in relation to the provision of the Service to you and/or to prevent or detect crime or as otherwise required by law. You agree to the use of your personal information by us in this manner. This clause shall survive the termination or expiry of this Agreement.

DISPUTES

35. Any disputes regarding Transaction(s) conducted using the Service must be notified to Ooredoo Customer Care within one (1) month from the date of such transaction(s). You shall furnish us with all necessary supporting documents at the time of notifying the dispute or when requested by us. If we do not receive notice within one (1) month, you are deemed to have agreed that the Transactions are accurate and that there are no discrepancies. If it is found that any amount remains payable to us, you will pay such amount immediately including any legal costs and collection expenses incurred by us in relation to the same.
36. You agree and consent to the disclosure and release by us of any information in our possession relating to you, particulars of Transaction(s) or any designated account relating to the Transaction(s) to investigative or regulatory bodies with legal jurisdiction and/or any other party, to the extent and as required and/or permitted under applicable law, for the purpose of investigating any claim or dispute arising out of or in connection with the Transaction(s) relating to the Service. Your consent shall survive the termination of the Service.
37. You agree that in the event of a dispute or claim of any nature arising in respect of any Transaction, the records of the Transaction(s) available with us will be used as a reference and shall be the sole basis for settling such dispute or claim.
38. All disputes arising under this Agreement will be resolved by us with your cooperation in accordance with the process set out in Clause 39 below.
39. The dispute resolution process referred to in Clause 38 above is divided in to five (5) steps which are listed as below;
- (a) Step 1: Receipt of Dispute Claim

Customers may submit dispute claims ("Dispute Claim") to Ooredoo via Ooredoo Customer Care. Upon receipt, Ooredoo shall notify Customer of receipt of the Dispute Claim via the same channel utilized by the Customer to submit the Dispute Claim.

(b) Step 2: Check and Investigation

Ooredoo shall verify the facts of the Dispute Claim and carry out an investigation as per its applicable processes, within a maximum of 30 (thirty) business days from the date of confirmation of receipt of the Dispute Claim. During this process, Ooredoo may from time to time request for additional information, document and other support required in relation to the resolution of the Dispute Claim and the Customer shall promptly facilitate such. The timeline stipulated for completion of this step 2 shall be excluding any time taken for the Customer to provide any information, document and other support requested by Ooredoo. The Customer shall at all times provide accurate and true information and shall not withhold any relevant information which may be required by Ooredoo for the purpose of carrying out the investigations as specified herein. In an event, where Customer fails to provide any information, document and other support requested and/or fails to respond for a period of 14 (fourteen) business days; it shall be deemed that such Customer does not wish to further pursue the Dispute Claim and has waived any and all rights they may have in relation to the respective Dispute Claim; the Customer shall not be entitled to re-claim or raise the same Dispute Claim in the future; and subsequently, Ooredoo may consider that the disputed matter is closed.

(c) Step 3: Result Notification

After completion of step 2 above, Ooredoo shall notify the Customer of the outcome of the investigation carried out by Ooredoo. The result of dispute settlement will be notified to the Customer in writing or via e-mail.

(d) Step 4: Progress of Settlement and Adjustment

A Customer may withdraw any claim and/or waive their right for any damages, if an amicable solution is reached between the Customer and Ooredoo. Once Customer agrees to an amicable solution during the settlement process, it shall be deemed that such Customer has waived any and all rights in relation to the respective Dispute Claim and shall not be entitled to re-claim or raise the same Dispute Claim in the future.

(e) Step 5: Completion of Dispute Settlement

If the Customer has accepted the result of the investigation as notified in Step 3, the necessary actions shall be taken by the Parties and once done, it shall be deemed that the dispute has been resolved. However, if the Customer does not accept the result of the investigation as notified in Step 3, the Customer may raise the claim in the relevant Court of Maldives.

40. The Clauses 35 to 40 (inclusive) will survive the expiry or termination of this Agreement.

FEES AND CHARGES

41. You will pay prevailing fees and charges relating to Transactions carried out using the Service. The applicable fees and charges shall be based on our prevailing rates as set forth on our Website. Any changes to the aforesaid fees and charges will also be published on our Website, prior to being implemented.

42. Charges where applicable, will be automatically deducted from your Wallet Account at the time any Transaction is carried out.

43. You can review recent activity in your Wallet Account via the m-Faisaa App.

FRAUDULENT USE OR LOST OR STOLEN EQUIPMENT

44. You will not tamper or allow anyone to tamper with your Equipment or the Service or manipulate any loopholes in the Equipment or Service.
45. You must immediately notify Ooredoo Customer Care and report to the Police any loss, fraud, suspected fraud, dishonest use or theft of your Equipment or illegal use of your Wallet Account. You will be liable for all charges incurred in relation to the lost or stolen Equipment or fraudulent use of the Service until we receive notification from you and subsequent suspension or disconnection of the Service.
46. Notwithstanding the above, we may reject payment in respect of any Transaction if the Service is suspected to have been fraudulently used or tampered with.
47. Ooredoo may enforce a change in your mPIN, if we determine that your Wallet Account has been compromised.
48. We shall not be liable for any loss or damage suffered, if any, by you as a result of any of the circumstances described in this Clause 44 to 47 (inclusive).

WALLET ACCOUNT STATUSES

49. Under this Agreement, a Wallet Account may have any one of the following statuses at any point in time;

- (a) Active.
- (b) Suspended.
- (c) Retired.

50. Active Status

- (a) Once the Wallet Account registration process is completed, the application is approved by Ooredoo and you have completed the activation process, your Wallet Account shall be in "Active" status.
- (b) Active status is the normal operational status of a Wallet Account whereby you will be able to carry out Transactions in accordance with this Agreement.
- (c) Once in Active state, your Wallet Account will remain in the same Active status unless it is suspended or retired in accordance with this Agreement.

51. Suspended Status

- (a) If your Wallet Account is suspended, it will be in "Suspended" status.
- (b) If your Wallet Account is in Suspended status, you will not be able to carry out any Transactions via the Service and all functions relating to the Service will be unavailable to you. However, you may be given limited read-only access to your Wallet Account for such purposes as viewing the Wallet Account balance.
- (c) Your Wallet Account may be suspended for any one or more of the following reasons;
 - (i) Expiry of any of your KYC information including any documents such as National Identification Card. If suspended under this circumstance, your Wallet Account will be changed to Active status once your KYC information is updated.
 - (ii) If a wrong mPIN is entered more than three (3) times consecutively. If suspended under this circumstance, your Wallet Account will be changed to Active status only

once you have carried out the applicable verification process after contacting Ooredoo Customer Care.

- (iii) Upon your request due to actual or suspected compromise of your login credentials used to access or use the Service. If suspended under this circumstance, your Wallet Account will be changed to Active status upon your further request to do so.
- (iv) If Ooredoo suspects any fraud, unauthorized access to or use of the Service or illegal activity has, is or may be carried out in relation to the Service. If after reasonable inquiries and investigation, Ooredoo finds that there has not been any fraud, unauthorized access to or use of the Service or illegal activity has or is not being carried out in relation to the Service, then your Wallet Account will be changed to Active status. However, if after reasonable inquiries and investigation, Ooredoo finds that there has been any fraud, unauthorized access to or use of the Service or illegal activity has, is or may be carried out in relation to the Service, your Wallet Account may be further kept in Suspended status until Ooredoo determines otherwise or your Wallet Account may be retired in accordance with the terms of this Agreement. Ooredoo reserves the right to notify and/or seek support and instructions from relevant authorities in relation to any investigation carried out in relation to a Wallet Account.
- (v) In order to comply with any instructions, requirements or order from a state, government, regulatory or judicial entity with jurisdiction. If such instructions, requirements or order specifies a suspension period, your Wallet Account will be suspended for such period before it is changed to Active status. Otherwise, your account may be suspended indefinitely or until instructed otherwise, where such instructions, requirements or order does not specify a time frame for suspension, and until your Wallet Account is retired in accordance with the terms of this Agreement.

52. Retired Status

- (a) If your Wallet Account is retired, it will be in "Retired" status.
- (b) Retired status represents the final stage for a Wallet Account whereby the Wallet Account is closed and deactivated permanently. Once an account is retired, it cannot be changed to Active or Suspended status. If you wish to use the Service after your account is Retired, you will be required to register a new Wallet Account in accordance with the applicable process.
- (c) If there is any remaining balance in your Wallet Account at the time of retiring, you may be allowed or required to cash out such balance. Where your Wallet Account is Retired whilst there was a balance amount remaining, such balance will be transferred to a suspense account operated by Ooredoo. You will be able cash out any amount of remaining balance moved to the suspense account as such upon retiring of your Wallet Account as per applicable processes, unless it is restricted by instructions, requirements or order from a state, government, regulatory or judicial entity with jurisdiction.
- (d) Your Wallet Account may be retired for any one or more of the following reasons:
 - (i) Your Mobile Number linked to your Wallet Account becomes deactivated (i.e. permanently disconnected) for any reason whatsoever.
 - (ii) Upon your request.
 - (iii) If after reasonable inquiries and investigation, Ooredoo finds that there has been any fraud, unauthorized access to or use of the Service or illegal activity has, is or may be carried out in relation to the Service. Ooredoo reserves the right to notify and/or seek support and instructions from relevant authorities in relation to any investigation carried in relation to a Wallet Account.

(iv) In order to comply with any instructions, requirements or order from a state, government, regulatory or judicial entity with jurisdiction.

(v) If this Agreement is terminated for any reason whatsoever.

53. Notwithstanding any process stipulated herein and any other provision to the contrary, Ooredoo may apply alternate processes where such are required under applicable law or in order to comply with instructions, requirements or order from a state, government, regulatory or judicial entity with jurisdiction.

54. Clauses 49 to 54 (inclusive) shall survive the expiry or termination of this Agreement.

AMENDMENT OF THIS AGREEMENT

55. Except as otherwise provided in this Agreement, we reserve the right to unilaterally amend this Agreement at any time. We shall publicize such change on our Website and/or through the media. Any such amendment shall be deemed effective after seven (7) days from the publication as such.

COMPLIANCE

56. You agree that you will comply with this Agreement any other terms and conditions of use, any guidelines and other documents or instructions (both written and oral) provided to you in relation to the Service by Ooredoo. To the extent permitted by law, we shall not be liable to you for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever suffered or incurred by you or any other person as a result of you using the Service or for any other reason.

FORCE MAJEURE

57. We may not be able to perform our obligations under this Agreement due to events beyond our reasonable control including Force Majeure. If such an event or Force Majeure continues for more than one (1) month, we shall be entitled to terminate this Agreement.

GOVERNING LAW AND LANGUAGE

58. This Agreement will be governed by and construed in accordance with the laws of Maldives.

59. 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.

SEVERABILITY

60. If any of the provisions of this Agreement is deemed to be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

ASSIGNMENT

61. A Customer may not assign this Agreement or any part thereof to any other party. Ooredoo may assign this Agreement or any part thereof to any party at its discretion, provided that prior notice is given to the Customer.

NOTICE

62. Unless otherwise stated herein, all notices, requests, demands or other communications to be given or made to the respective Parties to this Agreement shall be deemed to have been duly given or made when delivered personally, by registered post or by email to the other Party; for Ooredoo at the addresses set out below and for the Customer at the physical address or email address provided by the Customer during registration; or at such other address/details as the Party concerned may thereafter specify to the other.

The address/details for notices to Ooredoo hereunder shall be as follows:

FOR OOREDOO MALDIVES PLC

Ooredoo Maldives Headquarters, Ground Floor

Bageechaa Hingun, 23000

Hulhumalé, Republic of Maldives

Tel: +960 9611000

Email: legal@ooredoo.mv

For attention of the Chief Executive Officer

63. For purposes of clause 63, posted or physically dispatched documents shall be deemed to have been delivered upon actual delivery or failure to deliver due to a reason attributable to the recipient. Communications sent by email shall be deemed to have been delivered at the time of transmission by sender unless they are transmitted outside of business hours of the recipient (if applicable), in which case they shall be deemed received at the opening of business on the next business day for the recipient.

MISCELLANEOUS

64. You can contact us at any time via Ooredoo Customer Care or you may visit the Website for additional information relating to the Service.
65. We may contact you by SMS or call you during any reasonable day or hour. We may also contact you via email.
66. You agree that we can process instructions given to us by you by phone without written confirmation. In such case we will carry out security and identity checks by asking you certain questions in relation to your information you have submitted for Wallet Account registration purposes and/or any additional or updated information you submit thereafter. You agree that if these questions are answered correctly, we may change the Wallet Account or give out your Wallet Account Holder Information.
67. We may monitor and record how you use the Service for our internal purposes and for preventing and detecting crime.

LOCATION OF CUSTOMER RECORDS

68. Customer records relating to the Wallet Management System and our transactional platform will be held in a secured database.

SURVIVAL

69. The provisions of this Agreement which are by their nature or otherwise expressly stated as such, shall survive expiry or termination of this Agreement.

SCHEDULE I: INTERNATIONAL MONEY TRANSFER SERVICE RELATED TERMS

GENERAL

1. This Schedule I: International Money Transfer Service Related Terms shall be read and construed as an integral part of the Agreement.
2. This Schedule I covers the terms and conditions applicable in relation to your use of an IMTO's international money transfer service facilitated via the Service (IMT Service), which allows you to send money from your Wallet Account maintained by us to the Recipient. IMTOs may offer one or more options for collection by the Recipient of the money transferred via the IMT Service such as but not limited to; collection in cash at a IMTO's location (referred to herein as "cash to cash service"); and via deposit into Recipient's bank account or other type of physical or virtual account including mobile wallet (referred to herein as "cash to account service"). These conditions apply to both services, except where IMTO specifies that they apply to one of them.
3. Ooredoo may from time to time make available to you as a Service user, the IMT Service through IMTOs.
4. Any IMT Service-related Transactions will be carried out solely using available m-Faisaa in the IMT Pocket of your Wallet Account. Notwithstanding any other provision to the contrary, in order to cash in to the IMT Pocket, you may be required to provide money specifically in United States Dollars or another designated currency other than MVR. Such currency will be converted to MVR at the published applicable rates and your IMT Pocket balance shall be recorded in MVR. For avoidance of doubt, irrespective of the currency in which the money was cashed in to your Wallet Account, any cash out will be in MVR only.
5. In addition to the provisions of this Agreement and in particular this Schedule I, you may be required to agree to and comply with the relevant terms and conditions of the respective IMTO from which you obtain the IMT Service. In an event of a conflict between this Agreement and such terms and conditions of the IMTO, the terms and conditions of the IMTO shall prevail to the extent where it relates to the international money transfer transaction.
6. You may be required to provide additional documentation and/or information, prior to and during the process of providing IMT Service to you. It shall be your responsibility to ensure that such is completed and provided accurately in a timely manner as required. You must inform us if any of the information you provide changes before the Recipient collects or receives the money.
7. You may only send money to a country other than Maldives ("Receiving Country") through the IMT Service. The Recipient shall only be able to collect the money in the Receiving Country specified by you at the time of initiating the transaction. Once an IMT Service Transaction is processed and the required amount is debited from your Wallet Account, the Recipient shall be able to collect/access the funds within the timelines and during the timings specified by the respective IMTO.
8. An IMTO may not offer IMT Service to all countries. You can contact Ooredoo Customer Care or visit either Ooredoo or the respective IMTO's website to find out the availability of IMT Services and applicable charges in relation to the service.

CHARGES AND CURRENCY EXCHANGE

9. You may send money via the IMT Service only in MVR in which your Wallet Account is denominated.
10. You shall pay to the respective IMTO, the applicable fees as specified for the provision IMT Service. To find out whether a payout currency is available at a particular service

representative location in the Recipient's country and what exchange rate will apply to conversion from MVR to the receive currency; you can use the m-Faisaa App.

11. The applicable exchange rate and the resulting amount will be stated on the mobile screen prior to completion of the transfer and also in the confirmation message that you receive after the transfer is processed. However, for transfers to certain countries, if the money is not collected within a specific timeframe, the Recipient's service representative may recalculate the converted amount at the time of collection, using IMTO's or the service representative's own standard exchange rate applicable at the time.

RESTRICTIONS ON TRANSFERS

12. There may be limits on how much money you can send through the IMT Service and such limits may be different for each IMTO. You can find out more information on the applicable limits via our Website.
13. An IMTO and/or Ooredoo may refuse to send the money or disallow it to be collected if IMTO and/or Ooredoo reasonably believes that; (a) by doing so IMTO and/or Ooredoo may be in contravention of any law, regulation, code or other duty that is applicable; (b) doing so may expose IMTO and/or Ooredoo to action from any government, regulatory or other relevant body with jurisdiction; and/or (c) it may be linked with fraudulent or illegal activity.

CANCELLING AND REFUNDING A TRANSFER

14. You may cancel a transfer initiated via IMT Service unless the amount has already been collected or received by the Recipient. If you wish to cancel the transfer, you are required initiate a request via the m-Faisaa App. We will process such request and will refund the transfer amount after deducting any cancellation fees that may be applicable to your Wallet Account.
15. If a transfer has not been collected or received by the receiver within 45 (forty-five) calendar days from the date of the transfer, Ooredoo will on your behalf, reverse and cancel the transfer without your instructions or further consent other than this Agreement. In this case, we will refund the transfer amount after deducting any cancellation fees that may be applicable to your Wallet Account.

IDENTIFICATION AND PAYOUT FOR CASH TO CASH TRANSFERS

16. In order to collect the money and complete a transfer, the Recipient shall be required to produce sufficient form of identification.
17. The reference number of the transfer Transaction may also need to be provided to the service representative at the place of collection of the money.
18. You must not give the reference number of the transfer Transaction or Recipient's details to anyone other than your chosen Recipient and shall be responsible to ensure that no one else can obtain them. This will include but not be limited to not letting anyone see the transaction information on your Wallet Account or the confirmation SMS-message, not writing down the reference number in a way that can be recognized and not letting anyone overhear you giving any such details to the Recipient. You shall bear full responsibility for any resulting loss or damage, where there is any unauthorized or misuse of the reference number of the transfer Transaction or Recipient's details.

ADDITIONAL CONDITIONS FOR CASH TO ACCOUNT TRANSFERS

19. If a particular IMTO offers the option for cash to account transfers, the IMTO will send the money to the bank account or any other physical or virtual account which you specify, provided transfer to such account is offered by the IMTO.

20. Each IMTO shall have their own timelines as to when the amount will be deposited to the specified account. You may obtain this information from the IMTO directly.
21. The Recipient's bank or relevant account service provider may apply its own additional charges to the transfer amount, and such charges are not imposed by and do not involve the IMTO.

SEPARATE ARRANGEMENTS WITH SERVICE REPRESENTATIVES

22. Service representatives of the IMTO involved in the provision of the IMT service such as service representatives providing cash collection service, may offer additional services to Recipients under separate agreements, which do not involve the IMTO and for which IMTO is not liable.
23. They may charge extra for such additional services and may use currency conversion rates of their choice if currency exchange is involved.

LIMITATION OF LIABILITY

24. Without prejudice to any other provision contained in this Agreement, neither Ooredoo nor IMTO shall be liable if IMTO breaches this Schedule I due to; abnormal and unforeseeable circumstances outside IMTO's control where IMTO could not avoid breaching this Schedule I despite IMTO's efforts to the contrary (this may include, for example, delays or failures caused by industrial action, problems with another relevant system or network, mechanical breakdown or data-processing failures; and/or IMTO's obligations under applicable laws to which IMTO may be subject to).
25. Neither Ooredoo nor IMTO shall be liable to you for; more than the amount of money you send and any fee applicable in relation to the same; nor any incidental, indirect, special or consequential losses or costs you suffer.
26. IMT Service is intended to be used by you to send money to private individuals known by you, rather than to make a commercial payment, and you shall not use the IMT Service for such types of commercial transactions.
27. You shall at all times follow the fraud warnings and any related guidelines displayed to you on the m-Faisaa App and/or in any other place or form in the course of carrying out the transfer Transaction. If you use the IMT Service to pay someone who turns out to have defrauded you, or who fails to meet their obligations to you, neither Ooredoo nor IMTO shall be liable as a result.

ADDITIONAL TERMS

28. IMTO will report money transfers to any government authorities if the IMTO is required to do so by law. You consent to such reporting and any related disclosure of information made in that regard.
29. IMT Service does not require you or the Recipient having a deposit account with IMTO (or any other company involved with the transfer, apart from the receiving bank or relevant account service provider for a cash to account transfer) at any time.

DATA PROTECTION AND IMTO PRIVACY COMMITMENT

30. IMTO may process your and the Recipient's personal information and the details of your transfer on IMTO's systems in order to provide the IMT Service to you and for the prevention of fraud. IMTO may also obtain information about you from reputable reference sources as part of verification processes and other servicing of your relationship with IMTO (including market research, special promotions, and sending you information about IMTO's services) as

permitted by applicable law. You warrant that you have the Recipient's consent to share his personal information with IMTO.

31. IMTO may, for the above purposes, share the information collected from you with IMTO parent, affiliates, agents, or service providers. IMTO will not share the information with anyone else except as required by law. IMTO has security practices and procedures in place to restrict access to personal information as appropriate.
32. You may request access to your personal information, ask for the information to be corrected or updated or withdraw your consent for marketing use at any time by writing, e-mailing, or calling IMTO (Attn: Privacy Officer) or logging onto their website.
33. You agree to the collection, use and transfer of your and the Recipient's personal information for the above purposes by the IMTO, including transfers to the Receiving Country. IMTO's website describes how IMTO uses your information at their website.

COMPLAINTS

34. Ooredoo is committed to providing you with the best service at all times. In the unlikely event that you are dissatisfied with the IMT Service, please contact Ooredoo or IMTO as soon as possible. The contact details of IMTO of your choosing will be available on our Website.

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