

Terms & Conditions

1. SERVICE APPLICATION AND DEFINITION

- 1.1. An Application Form must be filled by the customer requesting for any of our Services. The Application Form must be completely filled out with all the information requested and supporting documents must be provided where applicable. A bill or receipt of cable service issued by the cable service provider must be attached when a customer with an existing cable is applying for the services along with a copy of the national identity card, passport or driving license, and payment for the service. For connections taken by business organisations; a copy of company registration must be attached together with the copy of the national identity card, passport or driving license of the contact person. For government authorities, an official letter from the authority should be attached with the Application Form.
- 1.2. The words and expressions below shall have the following meanings:
 - 1.2.1. "Account" means a statement or record in which we register the Services, which are to be provided, as well as any charges or credits with records of those Services, and any other information as may be relevant.
 - 1.2.2. "Agreement" means these terms and conditions including any relevant documents referred to or incorporated herein, the terms on the Raajje online' Application Form, any additional or varied terms and conditions, as we may notify from time to time, which relate to the provision of any Service, equipment and/or Raajje Online' equipment
 - 1.2.3. "Application Form" means the application form as published by ROL from time to time which must be completed by the Customer to apply for Services
 - 1.2.4. "Bill" means any invoice or statement issued or rendered by us for any charge, fee or other sum stated therein as due or payable to us and/or the sum or sums balance due or payable to us in respect of any Service, equipment and/ or Raajje Online' provided to any Account.
 - 1.2.5. "Customer" means any person or entity, which obtains the Services from ROL.
 - 1.2.6. "Customer Premise Equipment", "CPE" "Equipment" or "ROL Equipment" means a line, any device, and all other equipment or thing owned by ROL, which is operated, installed supplied and/ or hired out by us to you pursuant to this Agreement, for the provision of any of the Services (including, where the context so admits, any software installed therein or used by us in conjunction with the operation of such equipment or device
 - 1.2.6. "Customer Request" means any request, order, instruction made by you to us (whether respect to any Service, Equipment and/ or Raajje Online' or otherwise)
 - 1.2.7. "Security Deposit" means the amount paid to ROL against a service subscription be used in case customer fails to pay due payments.
 - 1.2.8. "Due Date" means the last date on which payment must be made as specified in the relevant Bill.

1.2.9. "Effective Date" for ROL Services it means, the date when the Service first used by you. For application forms, it shall mean the date that we approve the ROL Application Form submitted by you.

1.2.10. "Government" means the government of Republic of Maldives and any independent institution lawfully exercise to authority to control or administers public policy. For the avoidance of doubt the definition of Government does not include state-owned enterprises or companies or any other commercial ventures initiated or controlled by the government of Maldives.

1.2.11. "Help Desk" means the customer help service as set up by ROL to provide first level support ROL customers.

1.2.12. "Intellectual Property" means all patent, copyright, trademark, and other intellectual property subsisting in any Services or any of our systems or equipment and /or equipment that ROL may provide

1.2.13. "Law" or "Regulation" means the laws of Republic of Maldives, including rules and regulation made thereunder and the rules, regulations, codes of practice, guidelines and directions of the CAM (Communication Authority of Maldives) made under or pursuant to any law in force in the Republic of Maldives

1.2.14. "Network" means the digital communication system provided by ROL under this Agreement or any other LAN/WAN network outside ROL services, but may be used to access using services ROL may have provided.

1.2.15. "Our Normal Working Hours" means 8:30 to 4:30 pm Sunday to Thursday (Except for public holidays)

1.2.16. "Personal Information" means any date relating to you, your name, email addresses, telephone number, ROL ID number or account number, demographic information, or any other information or data which we have acquired from you or through your use of our Service including usage, financial and billing information, or which has been provided to us by you or your agents and/or employees, in connection with the Services or course of business.

1.2.17. "Price List" means ROL's most current price/tariff list or tariff sheet of Services, sale or rental of equipment.

1.2.18. "Raajje Online " or "ROL" means marketing brands of Focus Infocom Pvt Ltd, use to promote, sell and provisioning of telecommunications services under the telecommunications licenses obtained by Focus Infocom Put Ltd.

1.2.19. "Relocation" means any changes to the end-user Service Address.

1.2.20. "Service" or "Services" means any telecommunication and/ or other service, prepaid or postpaid, including the means by which we determine to provide the telecommunication and/ or other services, which you have ordered from us and which are described in this Agreement and any additional service ordered by from you time to time, as such we may be amended under this Agreement

1.2.21. "Service Number" or "ROL number" means any service reference or a specific number assigned by ROL to the end-user for the purpose of the provisioning or utilisation of any ROL Services.

1.2.22. "Service Acceptance Form" means the form signed by you at the conclusion of the installation or activation of Services, equipment and/ or Raajje Online' equipment signifying that the Services, equipment and/ or Raajje Online equipment has been installed, tested and is fully functional

1.2.23. "Service Address" means the address or any subsequent address to which you move which you must notify us of, at which the equipment and/ or Raajje Online equipment is installed and/or to which the services are provided

1.2.24. "Software" means any computer programme, software or the materials installed or provided by or on behalf of us for the purpose of using any equipment and/ or Raajje Online' or any Service and including any software installed in any equipment

1.2.25. "System" means our telecommunication system.

1.2.26. "Us" or "we" or "our" means Raajje Online and/or ROL brands owned and marketed by Focus Infocom Pvt Ltd.

1.2.27. "You", "Customer" or "end-user" means the party with whom we make this Agreement and includes a person who we reasonably believe is acting with your authority or knowledge.

1.3. This Agreement shall remain in full force and effect from Effective date until terminated pursuant

2. APPLICATION AND CUSTOMER REQUESTS

- 2.1. All application for Services shall be subject to review and acceptance by us of a completed Application Form. We will not use measures beyond our standard practice to verify the accuracy of any information provided by you, nor shall we be obliged to provide or carry out any requests or orders made by you in the absence of any express agreement or confirmation by us.
- 2.2. We reserve the right to reject your Application Form if we discover that you have an outstanding balance with us from any other Account.
- 2.3. Any Customer Request which we have agreed or confirmed to provide, or carry out shall be provided and carried out by us subject to these general terms and any relevant specific terms or such other terms as we may inform you, within such time or period as we may determine having regard to the circumstances and resources available. Subject always to the applicable restrictions, limitations and prohibitions in the Law and Regulations, we may, at our discretion, impose and charge, charges at a rate or amount and calculated in a manner as we may determine in respect of any cancellation, amendment or revocation of any Customer Request.

3. DEPOSITS AND CREDIT REFERRING

- 3.1. On applying or requesting for Service, we may require you to pay us a Deposit, as security for subscription.

- 3.2. Deposit does not relieve you from your obligations to pay any amounts or charges, which are due and payable, nor does it constitute a waiver of our right to suspend, disconnect or terminate the Service due to non-payment of any sums due or payable.

4. CUSTOMER PREMISES EQUIPMENT (CPE)

4.1. CPE management and warranty

4.1.1. Customer will be made liable to pay in full either in 12 months or upon disconnection for the device purchased

4.1.2. In case of a manufacture fault in the device purchased ROL will replace the device, this is applicable within 1 month of purchase

4.2. Rental payment, billing cycles and due / overdue dates.

4.2.1. Installment plan is applicable for 12 months only.

4.2.2. If the device gets damaged, he/she has to clear pending payable of installment amount and purchase a new device

4.2.3. If customer's payment is defaulted for any reason while in installment scheme, below process will follow:

- a) If customer returns within 6 months of service disconnection customer can re-enter the installment scheme after paying pending installment payments
- b) If customer returns after 6 months of service disconnection customer has to clear the balance payment of device in full in order to activate account
- c) If customer deactivates before the agreed 12 months' period, customer will be liable to pay in full for the device purchased.

4.3. Existing Calix customer (CPE deposit paid & unpaid customers)

4.3.1. No extra charges will be applied

4.3.2. If customer's device gets damaged, he/she has to buy a new device either on installment or in once off option –Deposit of old device will not be refunded

4.4. Deactivations

4.4.1. Permanent Deactivation

- a) While on device installment scheme customer is liable to clear the balance payment of the device before requesting permanent deactivation

4.4.2. Temporary deactivation

- a) While on device installment scheme customer is liable to clear the balance payment of the device before requesting temporary deactivation
- b) Old calix customers who have paid CPE deposit has to return the device to ROL front office in order to process refund. Refund will not be given to customers who have not returned the device. ROL will not collect device from customers

4.5. Ownership transfer

4.5.1. Customer is liable to clear the balance payment of the device before requesting ownership transfer

4.6. Coax migrations

4.6.1. CPE cost will be waived off for migration requests

4.6.2. If the provided device gets damaged customer has to buy a new device either on installment or once off option

5. USE OF SERVICES

5.1. A Customer must not resell, rent, lease, transfer, sublicense or otherwise transfer rights to use Services. Any resale of Services is strictly prohibited.

5.2. A Customer shall not use the service;

5.2.1. In connection with the carrying out of any fraudulent, criminal, or any other illegal activity.

5.2.2. To knowingly send, receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or in breach of confidence, privacy, copyright or Intellectual Property rights.

5.2.3. To send, provide or knowingly receive responses to any spam or unsolicited advertising or promotional material.

5.2.4. To knowingly or recklessly transmit any electronic material (including but not limited to viruses) which shall cause or is likely to cause detriment or harm in any degree to computer systems or other internet users.

5.2.5. In a manner which restricts or inhibits any other users from using or enjoying ROL's Services.

5.2.6. To utilize excessive amounts of bandwidth (for example by connecting for an excessive amount of time while repeatedly engaging site-local scripts or similar behavior).

5.2.7. In breach of any reasonable instructions given by ROL.

6. INSTALLATION AND ACTIVATION

6.1. All reasonable endeavors will be used to provide the Service within 7-14 working days, from the date of acceptance of Application Form by ROL, unless the service customer applied-to states otherwise.

6.2. In the event of a delay, the Customer will be informed the reason(s) for the delay and ROL will provide an alternative connection subject to availability.

6.3. Installation charge for a new connection (broadband Internet service via a cable) will be decided after conducting a survey of the location. The price given to the customer will be inclusive of 8 percent goods & services tax. ROL reserves the right to revise such charges time-to-time as maybe relevant to the costs. If such changes occur, the details shall be communicated to the customers during the times of accepting applications and/or be published along without tariff lists.

- 6.4. Relocation charge will be decided after conducting a survey of the location and the price given to the customer after the survey will be inclusive of 8% goods & services tax ROL reserves the right to revise such charges time-to-time as may be relevant to the costs. If such changes occur, the details shall be communicated to the customers during the times of accepting applications and/or be published along without tariff lists.
- 6.5. To install and implement the service and equipment, we will need access to the Service Address during our normal working hours.
- 6.6. We will cause as little disturbance as reasonably possible when carrying out any work at the Service Address and agree to make good to your reasonable satisfaction any damage that we or our contractors may cause to the Service Address.
- 6.7. Provision of the service, The Service will be provided using reasonable skill and care of trained and competent engineers and technicians. From time to time ROL may make changes to its Network or the technical specification of the service. In such event where these changes may detrimentally affect the service, the Customer will be informed in advance. It is technically impracticable to provide a fault free Service and ROL does not warrant or undertake to do so. ROL shall not be liable for or does not warrant to or undertake support related to Customers personal computers (PC) and/ or Local Area Network (LAN) used by Customers to access the internet services.

7. BILLING & PAYMENTS

- 7.1. Customers applying for ROL services may be required to pay a security deposit, as a security against non-payment of due bills. The services and amounts relating to security deposit may be determined by ROL. Such security deposits are refundable (without any interest) on discontinuation of service and upon clearing of all due bills AND shall be refunded within 30 days. Such deposits do not relieve customer from obligations to pay due bills, nor does it constitute a waiver of our right to suspend or terminate ROL services due to non-payment of due bills/amounts to ROL.
- 7.2. All indicated charges are subject to GST at the current applicable rate.
- 7.3. In the event that a customer fails to pay the monthly subscription and all billable charges before the due date, ROL reserves the right to suspend any/all services provided to the customer.
- 7.4. The minimum billable period for all ROL subscription-based services is 1 (one) month.
- 7.5. All due payments must be made on or before the bill's due date to avoid suspension of subscription-based Services.
- 7.6. Payments will only be accepted by cash, debit/ credit card, internet banking or cheque guaranteed by a commercial bank operating in Maldives.
- 7.7. Payment can be made via our online payment gateway available on MYROL <https://my.rol.net.mv>
- 7.8. Direct bill pay is available on our site.
- 7.9. For cheque payments, cheque(s) should be crossed and payable to Focus Infocom Pvt Ltd.
- 7.10. ROL reserves the right to reject payments made by cheque based on its own evaluation of creditworthiness of a customer.

7.11. All charges applicable to the Service are in accordance with Price/tariff List. ROL reserve the right to change all tariffs without prior notice. However, existing subscribers will be notified 60 days before such change.

7.12. Monthly Subscription and/or usage bills shall be generated at the end of each billing month for all ROL Post Pay packages. ROL will continue billing for the subscription of the services unless customer applies for service discontinuation in writing.

7.13. Automatic recurring payment

7.13.1. Automatic recurring payment (“tokenization”) is available for payment of bills and will be made every month (“Monthly Payment”) in MVR. Customer will receive a post-payment confirmation email following all automatic recurring payments.

7.13.2. Customer will not receive advance monthly notice of this payment and opting for the recurring payment would enable the cardholder to be charged monthly (at the beginning of each month) without further consent from the Customer.

7.13.3. Customer must click the “I agree” button if the Customer agrees to the recurring payment conditions. If the Customer do not agree to these recurring payment conditions, then the Customer must click the “I do not agree” button.

7.13.4. ROL may permanently restrict a customer’s ability to use a certain payment method if that payment method fails multiple times.

7.13.5. In the event that automatic recurring payment fails and the Customer does not make a payment by the due date of each calendar month, ROL T&C clause 7.19 will follow.

7.13.6. The Customer has the right to withdraw consent to Automatic Recurring Payment at any time by removing the saved card details

7.14. Security of Payment Card Information

7.14.1. We prioritize the security of our customers’ payment card information. Recognizing the critical importance of protecting financial data, we have implemented a system that minimizes the handling of sensitive card details on our end.

7.14.2. We use a secure server to process payments and information collected during payments. The secure server software (SSL/TLS) encrypts all information you input before it is sent to us. Furthermore, all of the sensitive customer data we collect is protected by several layers of encryption and several layers of security to prevent unauthorised access.

7.14.3. Our patient options are safe and secure. None of your payment details are stored.

7.15. Web Checkout and Bank Gateway

7.15.1. For all online transactions, we utilize a web checkout process that redirects you to a secure bank gateway. This means that your payment card information is processed directly by the bank, ensuring that your data is handled with the highest level of security and reducing the risk of exposure through our systems.

7.16. Tokenization for Secure Card Storage

7.16.1. For customers who prefer the convenience of saving their payment card information for future transactions, we offer a secure method through tokenization. When you opt to save your card details, the bank issues a unique token that represents your payment information. This token is then stored in our secure database, allowing for seamless future payments without the need to re-enter your card details.

7.16.2. Tokenization provides enhanced security by replacing your sensitive card details with a non-sensitive equivalent, which is useless if intercepted by unauthorized parties. It also offers you a more convenient checkout experience for subsequent purchases.

7.17. Access Control and Third-Party Processors

7.17.1. Access to the tokenized payment information is strictly limited to authorized personnel who require it to perform their job functions. We also ensure that any third-party processors involved in the tokenization process are compliant with PCI DSS and other relevant security standards.

7.18. Your Rights and Choices

7.18.1. You have the right to be informed about how your payment card information is being used and protected. If you have any questions or concerns, or if you wish to update, correct, or delete any payment card information we may have on file, please reach out to us through our Contact Us section.

7.19. Policy Updates

7.19.1. We may update our policies to reflect changes in our practices or to stay in line with legal and regulatory requirements. Any significant changes will be communicated through our website or direct communication with you. We are committed to continuously enhancing our security measures to safeguard customer's payment card information and to earn and maintain customer trust.

7.20. In the event customer fails to pay the due bills of ROL Post Pay packages before the due date of each calendar month, the following actions will take place;

7.20.1. Failing to pay the last month outstanding bill, latest by the 6th of the following month, the connection shall be suspended.

7.20.2. Having the service provided until the 5th of the new month, as defined by ROL T&C Clause 7.3, that the minimum subscription chargeable period would be a one-billing cycle, thus subscription for the new month is valid and payable.

7.20.3. End of the new month, customer line will be terminated from ROL system whilst his/her security deposit shall be forfeited against the initial default. However, the second month bill shall remain as an outstanding by the customer.

7.21. Customers using debit/credit cards for payments must keep a copy of their transaction records and our Policies and Rules.

8. COMPLAINTS AND FAULT REPORTING

- 8.1. ROL has a set up a Help Desk that follows specific complaints procedures set out to address complaints Customer may have in respect of the Services. Contact Details of the Help Desk are;
- 8.1.1. Hotline: 133
 - 8.1.2. Fax: 3326413
 - 8.1.3. Email: customerservice@rol.mv
- 8.2. If a fault or complaint made to the Help Desk is not resolved satisfactorily within 24 hours of receipt of the initial complaint, the Customer may escalate the complaint or claim to the General Manager by submitting the same in writing.

9. TERMINATION

- 9.1. ROL reverse the right to terminate provision of Services in the following events and any notice so given shall take effect forthwith;
- 9.2. If the Customer has not paid for the Service following suspensions;
- 9.3. If the Customer has committed a material breach of ROL Terms and Conditions;
- 9.4. If a petition is presented or any order is made or any notice is issued covering a meeting for the purpose of passing a resolution for bankruptcy or the Customer becomes bankrupt or enter into any deed of arrangement with their creditors generally.
- 9.5. The Customer may terminate application request made in an Application Form if the Service to be delivered under that Application Form is not delivered within 7-14 working days, provided that such failure is not due to an act or omission on the part of the Customer and such termination request is made to ROL in writing prior to connection of the service.
- 9.6. The termination or expiry of provision of Services shall be without prejudice to the rights and liabilities of either accruing up to the date of termination.

10. USE OF SERVICES, EQUIPMENT AND/OR ROL DEVICE

- 10.1. You must use services, Customer device, equipment and/ or ROL equipment in accordance with our reasonable instructions as notified to you from time to time.
- 10.2. You must not use the services, your devices, equipment and/or ROL equipment:
 - 10.2.1. To send any message which is defamatory, annoying, threatening, abusive, offensive, obscene, menacing or illegal.
 - 10.2.2. Fraudulently or in connection with any criminal activity, or for any purpose prohibited by Law and Regulations, international convention or other law.
 - 10.2.3. In a manner which cause anxiety or inconvenience to or infringes the rights of any other person.
 - 10.2.4. In a manner which interferes with, modifies or adapts ROL equipment supplied by us whether under this or any other agreement.

10.2.5. In any manner or for any purpose which may circumvent, frustrate or diminish our right to provide telecommunication system and Service in the Maldives.

10.2.6. In such a way to avoid, evade or reduce payment of our standard charges for services.

10.2.7. To provide or receive any telecommunication service which is not provided by us or without our written consent; In a manner which we reasonably believe adversely affects the provision of telecommunication services to our other Customers.

11. THE ROL EQUIPMENT OR CPE

11.1. The ROL Device is our property and we may modify or substitute it from time to time where we have a valid reason for doing so, such as upgrading our Services or our Network

11.2. You Agree;

11.2.1. To keep the ROL Device safe, and use it in accordance with the manufacturer's and our instructions;

11.2.2. Not to sell, lend, dispose of, move, damage or otherwise interfere or deal with with the ROL Device;

11.2.3. You must notify us immediately if any loss or damage is caused to any part of the ROL Device. You are responsible for the ROL Device and you may be charged for any loss or damage.

11.2.4. ROL Device that has been lost or stolen shall be replaced in accordance with the terms of this Agreement or any specific terms as may be relevant.

12. LIABILITY AND INDEMNITY

12.1. ROL's maximum aggregate liability to you in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with the provision of Services shall be limited to the aggregate amount paid by you to ROL pertaining to the disputed period.

12.2. ROL shall not, in any event, be liable to you in contract tort (including negligence or for a breach of statutory duty) or in any other way for any direct, indirect or consequential losses or for any loss of goodwill or reputation, loss of revenues, profits, contracts, business, or anticipated savings.

13. TRANSFER OF ACCOUNT FROM ONE CUSTOMER TO ANOTHER

13.1. The services are provided by us to you and you may not assign the benefit of this Agreement or otherwise transfer services whether temporarily or permanently to a third party without our prior written approval.

13.2. You may apply for the transfer of Service to a new Customer. Application Form must be made to us in writing signed by both the parties. All outstanding charges must be paid before the transfer can take place

14. PRIVACY POLICY

- 14.1. Subject to this clause, we will not disclose your Personal Information unless such disclosure is permitted or required by law or through court order.
- 14.2. Unless expressly prohibited by law, you authorize us to collect, retain, use and disclose your Personal Information, to any of our associated companies, partners, agents or contractors, any telecommunications company, debt collection agency, any agency associated with credit referencing or fraud prevent and any regulator, any personal we reasonably believe to be acting on your behalf, in order to manage & verify your Account and provide Services, manage and improve our Services, improve Customer service, marketing, credit control purposes, or to comply with our funding or business required or to enable fraud and crime prevention or detection.
- 14.3. As part of our sales and marketing activities we may directly or through our affiliates write to you to give you details of our other products or services. We may also disclose your Personal Information to third parties to survey our Customer's opinions or behaviour in using our services. You agree to the use of your Personal Information in accordance with the term herein. If you do not wish us to use your data for these purposes you must notify us in writing.
- 14.4. You shall not and shall procure that your agents, employees or representatives do not use other than to utilize the Service) or disclose to any person any information relating to us or any Service or ROL Equipment which you obtain from us or our contractors in connection with the provision of any Service. This clause will not apply to information which is or has become publicly available, unless such information becomes publicly available due to a breach of any of your obligations herein.

15. GIGAFI SPECIFIC TERMS

- 15.1. The Speed for GigaFi packages will be shared within a contention ratio.
- 15.2. To ensure optimal service performance and network quality for all customers, all GigaFi Limitless Plans are allocated a monthly data usage allowance of 7TB (fair usage allowance).
- 15.3. Upon exhausting the 7TB fair usage allowance, internet speeds on GigaFi Limitless plans will be reduced to 5Mbps for the remainder of the billing cycle.
- 15.4. GigaFi Limitless plans are not eligible for data rollover.

16. GENERAL TERMS

- 16.1. If any provision of this Agreement is held by a court, arbitrator or any Government agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.
- 16.2. ROL does not offer any guarantees or warranties regarding service quality, coverage, or signal strength, etc as these are influenced by factors outside of our control.
- 16.3. ROL shall not be liable for any delay or failure in performance of its obligations to the extent that such delay or failure is attributable to matters beyond its reasonable control.

- 16.4. ROL may assign the benefit or burden of this Agreement upon notice to Customer. ROL's failure to exercise or enforce or any delay in exercising or enforcing any right or benefit conferred by this Agreement shall not be deemed to be a waiver of any such right or benefit nor operate so as bar the exercise or enforcement thereof or any other right or benefit on any later occasion.
- 16.5. ROL shall have the right to examine, from time to time, the use to which the customer put the services and the nature of the data/information that the customer is transmitting or receiving via the Service where such examination is necessary to protect and/or safeguard the integrity, operation and functionality of the Network or to comply with police, judicial, regulatory or governmental orders, notices, directives or requests.
- 16.6. ROL shall have the right to make changes to this Agreement, its policies, the Price List, the Tariff or the Charges, partly or wholly at any time.