

Terms of Service

1. Introduction

IdeaMart is an online platform (the “Service”) provided by Dialog Axiata PLC (the “Company”), that acts as a API Toolkit through which users (the “Developers”/ “You”) create applications (the “App(s)”) for use by other users (the “End Users”).

By using the Service, you agree to be bound by the following terms and conditions (the "Terms of Service"). The Company shall not be responsible or liable for any breaches of third party agreements by any Apps developed or published by you.

The Company reserves the right to change these Terms of Service in any matter and at any time at its sole discretion. It is your responsibility to review the Terms of Service from time to time so you are aware of any changes or updates. Any new features that augment or enhance the current Service shall also be subject to the Terms of Service set out hereunder Continued use of the Service after such changes are effected shall amount to consent on your part to abide by these terms and conditions. Please read these Terms of Service very carefully.

2. Account Terms

Violation of any of the Terms of Service may result in the termination of your account without notice. The Company prohibits inappropriate, obscene, offensive, and illegal conduct and/ or content while using its Service—this includes both conduct and content while using its Service and conduct and content in any product resulting from use of the Service. In using the Service, you understand and agree that the Company shall not be responsible for the content posted, shared or produced using the Service and your use of the service shall be at your sole risk. You agree to use the Service at your own risk.

A. You can either be an individual or a or a body corporate.

B. If you are an individual, You must be at least 18 years or older to use this Service.

C. In order to access these services, you shall be required to provide accurate information during the registration process. You are required to provide accurate information for the registration process in order to access the Service.

D. You shall be responsible for maintaining the security of your account and password.

You are solely responsible for any and all use of your account and actions taken under your account. You agree to notify the Company immediately if you believe your

account has been accessed or used without your permission. You will also be responsible for the maintenance of any devices used in conjunction with your account.

You agree to notify the Company immediately if you believe your device(s) may have been stolen or is otherwise being used by a third party without your permission. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

E. You shall be responsible for all material you produce while using the service and all activity that occurs under your account (even in instances where content has been posted by any person other than you who has access to your account)

F. You shall not use the Service for any purpose which is illegal or which otherwise conflict with these Terms of Service. You must not, in the use of the Service, violate any laws in the legal jurisdiction to which you are subject to (including but not limited to any state, local, provincial, regional, federal or international laws) and you shall always act in compliance with the laws. Take special heed of copyright laws which are more fully set out hereto when using the Service

G. You shall not use Content with malicious intent or make any attempt to falsify, manipulate, or tamper with data related to but not limited to App usage, downloads, sessions, impressions, click-throughs or other end-user generated data.

You shall not use any unlicensed software for the developments of your application or as a component of your application and any App or Content developed by you shall not violate any third-party intellectual property rights. Any legal liability associated with your applications shall be the sole responsibility of the Developer.

H. App name used by you must be relevant and unique to the App being created. Any Branding/Trademarks need license or permission to use.

I. Keywords used by you when implementing an SMS application must be short, relevant, attractive, memorable and unique. You must not use other app names or company names as keywords. Keywords have to be single words and the text field is limited to 15 characters but must be more than 2 characters. Once created, keywords cannot be changed. Choose keywords carefully. For e.g. a good keyword for an App called "Cinema updates" can be "cineup". If you enter a keyword that is trademarked or make reference to the name of another app or a company, your app may be removed at the discretion of the company

J. You understand and agree that the Company reserves the right to review and approve any content or App integrated to the platform by you. Such Content or App shall only be made available in the Service upon the same is approved by the Company. Notwithstanding the above, the grant of approval by the company in no manner shall

dilute your responsibility with respect to such app or content provided by you. You acknowledge and agree that the Company may take a minimum of 3 working days to grant approval in respect of your web services- based applications and 5 working days in respect of your submission requests for downloadable applications. Notwithstanding the above, the above specified timeline shall vary depending on the complexity of your application.

K. You acknowledge and agree that the Company shall neither be generating any short message nor distributing any content among its subscribers/ your end users between the hours of 22:00 to 06:00 hours or at any other time decided by the company at its discretion.

L. You understand and agree that the maintenance of the App shall be the Developer's sole responsibility. The Company may withhold or refuse to make any payment hereunder if the Company in its sole discretion determines that the Developer has not maintained the App to the Company's expected standards.

3. Ownership and Licenses

A. With the exception of Developer Content (as defined below), all content and intellectual property available through the Service, including, without limitation, all software code and builds relating to Apps, all data compiled by the Company from the Service and the Apps, and all information derived by the Company from such compiled data is the proprietary content and property of, and is solely owned provided by, the Company and/or is used by the Company under license. Such content is protected by laws relating to copyright, patent, trade secret and/or other forms of intellectual property and by other applicable laws, and the Company reserves and retains all rights with respect thereto. The look and feel of the Service is copyright of the Company. The Company hereby grants to you a non-exclusive, non-transferable, revocable, limited license to use the Service and the content conditioned upon your adherences to the terms and restrictions set forth herein.

B. You shall not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements related to the content without express written permission from the Company or for any other purpose not protected by fair use. You are authorized to use the content as long as you abide by these Terms of Service. You agree not to copy, alter, modify, reverse engineer, or create derivative works of the content, including, without limitation, the Apps, in any manner that violates the user restrictions contained in these Terms of Service. Any unauthorized use of the content may violate copyright law, trade mark law, or other applicable laws and regulations and will result in the termination of the license granted hereunder. Except as expressly set forth in these Terms of Service,

these Terms of Service do not, and will not be interpreted or construed to, grant to you any license to any intellectual property rights or other proprietary rights.

C. Subject to the rights of the Company in the Service itself and the content, you shall retain ownership of: (i) all materials, source code, content and intellectual property that you provide to the Company in connection with the Apps; and (ii) any modules that you build on your own in connection with Apps (collectively, the "Developer Content"). By using the Service, you grant to the Company a perpetual, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any Developer Content in connection with the operation, maintenance, and optimization of the Ideamart services and its apps publishing environment.

D. By using the Service, you represent and warrant that you have full right and ownership of or are otherwise legally allowed to use or license or sublicense any and all Developer Content and other material you upload to or distribute through the Service and that such Developer Content does not infringe any third-party rights, including, without limitation, intellectual property rights.

E. If the materials you use in connection with the Service requires licensing or licensing fees in exchange for its use, you shall be solely responsible for securing and paying for all digital delivery licenses, mechanical licenses, any public performance licenses, synchronization licenses and any other licenses from all copyright owners (or their agents).

4. Trademarks

The name and mark IDEA MART or DIALOG or DIALOG AXIATA and any other logos, graphics, designs, web/page designs, and icons of the Company used in connection with the Service are registered or unregistered trademarks, service marks or trade dress of the Company (the "Marks"). You shall not use the Marks in any form or in any media without the prior written consent of the Company.

You shall retain all right, title and interest in and to all of your logos, promotional graphics and related marketing designs (collectively, the "Developer Art"); provided, however, that Developer hereby grants to the Company a worldwide, perpetual, royalty-free, fully sublicensable, non-exclusive license to use the Developer Art, as well as Developer's corporate and/or trade name for purposes of marketing the Company's products and services to third parties.

5. Developer's End Users

Developer shall be responsible for the End Users' access to the Apps and the Service including the terms of use and privacy.

The Developer shall clearly communicate the price charged for the use of the Apps and the nature and method of using the App and the frequency of messages passed to the end user device in all advertising material which are used to publicise the APP and, in all confirmation, messages provided to the end user at the time of initial subscriptions.

6 . Payments and Refund Terms

A. The Company does not charge a fee for the registration or use of the Service to create Apps by the Developer.

B. The fee chargeable from the End Users for the use of the App shall be indicated by the Company to the Developer during the creation of an App by the Developer. The Developer shall be responsible for communicating and obtaining the consent of the End User for the fees charged by the Company from such End Users for using the the App at the time of first registration of each end user.

C. The Company shall pay the Developer, seventy percent (70%)of the fees charged from the customer for the usage and subscription of the App and Eighty Percent (80%) of any charge to bill related services charged from the End Users for the use of an App. The Developer shall be solely responsible for any account details entered in to the system. Once payment obligations are fulfilled by the Company, the Company shall not be liable for any reconciliation in the event that Developer fails to provide accurate account details or where such account details are incorrectly provided.

D. All payments and charges to be made to the Licensor shall be in Sri Lanka Rupees (SLR)

E. The Company shall make the payments on monthly basis upon the total payable amount exceeding a sum of Rs. 2000.00.

F. Where appropriate and legally required, all taxes applicable under this Agreement on the payments made hereunder shall be borne or paid by the Party charged with the tax.

G. The payments under this Agreement do not include Value Added Taxes imposed under the Value Added Tax Act, No 14 of 2002 and amendment thereto. Therefore, such tax shall be charged by the Developer and shall be paid by the Company only

upon submission of proof of registration for VAT and a valid tax invoice in terms of the Value Added Tax Act, No 14 of 2002.

H. Where any payment made under this Agreement is subject to withholding tax (“WHT”), the Company shall make the necessary payments under this Agreement after deducting WHT thereon (subject to any Direction made available by the Company), and furnish certificate of deduction to the Developer.

I. In case of amendment to current taxes and or applicability of any new / additional taxes to this Agreement by way of statute or by-law, the Parties hereto shall follow such amending or new legislation or by-law from the effective dates indicated in such legislation.

7. Modifications to the Service and Prices

A. The Company reserves the right at any time and from time to time to modify or discontinue—temporarily or permanently—the Service (or any part thereof) with or without notice at any time.

B. Prices of all Services, including but not limited to any monthly subscription-plan fees, are subject to change at any time, with or without notice. Notice may be provided at any time by posting the changes to <http://www.ideamart.lk>

C. The Company shall not be liable to You or to any third party for any modification, price change, suspension or discontinuance of the Service or any other related service.

D. From time to time, the Company may issue an update to the Service that may add, modify, and/or remove certain features of the Service. These updates may be pushed out automatically with little or no notice, although the Company may notify you in advance of an upcoming update, including details on what the update includes.

8. Deactivation and Termination

A. The Company may deactivate an account at your request and reserves the right, in its sole discretion, to terminate your account or access to the Service at any time, with or without notice or explanation, for any or no reason, and without liability.

B. You are solely responsible for properly deactivating your account. Account deactivation requests must be submitted in writing to info@ideamart.io or helloideamart@dialog.lk. Deactivations by phone or sent to any other email address other than those mentioned herein, will not be considered valid.

C. The Company has the right to suspend or terminate your account and refuse any and all current or future use of the Service or that of any other service provided by the Company for any reason, at any time, with or without notice, and without any refund of monies paid. Such termination of service will result in the deactivation or termination of your account. You will no longer be able to access your account and/ or any Content stored with the Service in relation to the account.

D. The Company reserves the right to refuse service to anyone for any reason at any time. Such refusal may include, but is not limited to, Apps involving materials that the Company determines to be violent, obscene, or offensive; to advocate violent or illegal activity; to contain (or have the potential to contain) any malware; or to contravene any law, statute, or ordinance; or to violate these Terms of Service; or to violate any third parties' terms of service.

9. Privacy

The privacy of users is important to the Company and you shall keep all and any information of the app users and the content in strict confidence and shall not disclose the same unless required by a court of law or government authority with competent jurisdiction.

The company shall not disclose the user information to the developer unless the same is strictly required for the regular functioning of the App.

10. Quality of Service

While reasonable efforts are made to keep the Service accurate and current, the Company assumes no liability for any inaccuracies in the Service or any of its services or for any damages that may result from the use of any information posted to the Service.

A. You understand and agree that your use of the Service shall be at your own risk and on an as-is basis.

B. The Company does not warrant that:

The Service will meet your specific requirements;

The Service will be uninterrupted, timely, secure or error-free;

The results that may be obtained from the use of the Service will be accurate or reliable;

The quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations and any errors in the Service will be corrected.

C. At no time is the Company obligated to issue a monetary refund, nor is it liable for damages in connection with any use of the Service or any related defect, perceived or real, in the services rendered.

D. You understand that the words and opinions of other Developers using the Service are not those of the Company and the Company does not and cannot accept responsibility of such words or opinions.

11. Indemnification

You agree to indemnify and hold the Company and its employees, suppliers, licensors, agents and service providers (and its and their successors, officers, directors, and employees) harmless from and against any and all claims, demands, costs, liabilities, judgment, losses, expenses, damages and third party claims (including attorneys' fees) arising out of, in connection with, or related to:

Your use of the Service, including without limitation any problems arising from technical difficulties (including but not limited to, the transmission of computer viruses and the interruption of services), any fraudulent use of a credit card or other payment method used to purchase services, or any violation of these Terms of Service;

Your Developer Content; or Any data, software, services or other materials that you use in connection with your access or use of the Service, including without limitation any claim that such data, software, services, or other materials, or any part thereof, infringes, misappropriates, or otherwise violates any copyright, patent, trade secret, trademark or other legal right of any third party.

12. Disclaimers and Warranties

You expressly agree that the use of the Service is at your sole risk. The Service, including any content, applications, or materials provided thereunder, are provided on an "as is" basis and the Company hereby expressly disclaims all representations and warranties of any kind, whether express or implied, including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, or non infringement. Without limiting the foregoing: (a) the Company cannot and does not guarantee any specific results from the use of the Service and the Company specifically does not make any claim or warranty that the Services will be uninterrupted or error-

free and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content or any user communication or message; (b) the Company does not represent or warrant that applications, content, data or materials on the Service are accurate, complete, reliable, current or error-free or that the Services are free of viruses or other harmful components and, accordingly, you should always exercise caution in the use and downloading or use of any such applications, content, data or materials and use industry-recognized software to detect and disable or block viruses, malware and other malicious code; (c) You understand and agree that You download, access or otherwise obtain applications, content, data and materials from the Service at your own discretion and risk and that you are solely responsible for Your use thereof and any damages to your mobile phone or mobile device or computer system, any loss of data, and any other damage or harm of any kind that may result therefrom; (d) the Company is not responsible for any problems or technical malfunction of any mobile phone or mobile device, telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the internet or on any of the Service or combination thereof, including any injury or damage to users or to any person's mobile phone or mobile device or computer related to or resulting from participation or downloading materials in connection with the Service; (e) under no circumstances will the Company be responsible for any loss or damage, including personal injury or death, resulting from use of the Service, from any user content posted on or through the Service; and (f) the Company is not responsible for the conduct, whether online or offline, of any user of the Service.

To the extent that the applicable law does not allow the exclusions and disclaimers of warranties as set forth above, some or all of the above exclusions and disclaimers may not apply to You, in which case all warranties will be limited to the fullest extent permitted by applicable law. You acknowledge that the disclaimers, limitations and waivers of liability contained herein will survive any termination of Your account(s) or any services. The exclusions and disclaimers set forth in this section will survive any termination or expiration of Your registered user account or Your use of the Service.

13. Limitation of liability

In no event will the Company, its affiliates, or its and their respective directors, officers, employees, agents, successors and assigns be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including damages for lost profits or loss of data, arising out of or resulting from, your use of the Service, even if the Company is aware of or has been advised of the possibility of such damages. Without

prejudice to the above, the Company's aggregate liability to You for any cause whatsoever, regardless of the form of the action, will at all times be limited to the revenue earned by the Company through the relevant App of the Developer during the year (or part thereof) immediately before the claim. To the extent applicable law does not allow the exclusions and limitations of damages as set forth above, some or all of the above exclusions and limitations may not apply to you, in which case the Company's liability to you will be limited to the fullest extent permitted by applicable law. The limitations and exclusions set forth in this section will survive any termination or expiration of your registered user account or Your use of the Service.

14. Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to You. The exclusions and limitations of liability in these Terms of Service will apply notwithstanding any failure of essential purpose of any limited remedy.

15. Entire Agreement and Severability

These Terms of Service are the entire agreement between you and the Company with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the Service (including but not limited to any prior versions of the Terms of Service. If, any of the terms and conditions of these Terms of Service shall be or become unenforceable for any cause or reason whatsoever, the ensuing lack of enforceability shall not affect the other provisions hereof, and in such event the Parties hereto shall endeavour to substitute forthwith such other enforceable provisions as will most closely correspond to the legal and economic contents of the said terms and conditions.

16. General Conditions

A. These Terms of Service shall be governed by the laws of Sri Lanka and any dispute or interpretation arising out of these Terms of Service shall be referred to a court of law with competent jurisdiction in Colombo, Sri Lanka

B. You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technologies required to maintain the Service.

C. Technical support is only available through community forums. The Company reserves the right to change the way it offers technical support at any time with or without notice

D. The Company may use third party services to augment or enhance its Service. The Company is not responsible for services offered by other companies and cannot be held liable for their actions, including to any resulting damages, defects or failures.

E. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, access to the Service, or its resulting Apps or any other resulting product without permission.

F. You must not modify, reproduce, mimic, adapt or hack the Service or modify another website so as to falsely imply or mislead that it is associated with the Company, including any other services or brands under the Company's name.

G. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

H. Any verbal, physical, written or other abuse (including threats of abuse or retribution) of any of the Company's customers, employees, members, or officers may result in immediate account termination. This includes abuse in any form of communication, both online or offline.

I. You may not impersonate any Company employee or suggest in any way that you are employed by the Company. You may not represent your services or product as part of the Service or mislead other Developers to believe you are an official extension of the Service or any Company brand.

J. You are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

K. By using the Service, you expressly consent to the Company building your App on multiple platforms and multiple mobile operating systems with multiple data carriers, even if these aforementioned entities are not available or known today.

L. User understands that any Apps created with the Service is through their own volition and therefore indemnify and hold harmless the Company and all its subsidiaries, employees, and any agent acting on their behalf from any and all liabilities,

claims, demands, or personal injury, including death that may be sustained, due to or relating in any way but not limited to copyright infringement, fraudulence, or trademark violation by way of creating and/or using of any Apps created by the Company.

M. The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

Dialog reserves the right to utilize the last 20 characters which is available for SMS services as and when required.