

Terms of Service

As used in these Terms of Service (the “Terms”), the words “we”, “us”, or “our” refer to Hutchison Telecommunications Lanka Private Limited (“Hutchison”).

Services (the “Services”) are provided by Hutchison to our customers (each, a “Customer”) via our website, application stores and other platforms.

These Terms establish legally binding terms and conditions that govern the Customer use of the Services.

Please read these Terms carefully because these Terms govern the Customer’s access to and use of the Services and are legally binding.

1. GENERAL CONDITIONS

a. By using the Services (i.e. by accessing the Services or by clicking to agree to the Terms), the Customer accepts and agrees to be bound and abide by these Terms. If the Customer does not agree to these Terms, the Customer must not access or use our Services.

b. By using the Services, an agreement is concluded for an indefinite period (the “Agreement”).

c. The Customer may terminate the Agreement by unsubscribing to the Services.

d. The Customer certifies that he/she is a private person.

e. The Customer is not allowed to use such Services Commercially.

f. The Customer is given non-exclusive, non-transferable rights to access and use content provided in the Services, in a limited manner in accordance with the terms and conditions for using application content on the Services.

g. The Customer shall not modify, publish, send, transfer, sell, make derivative works, or in any way utilize any of the content of the application, in whole or in part obtained from the Services.

h. Hutchison will not be responsible for any changes or withdrawal of content from any of the Services and Applications.

i. In no event shall Hutchison be liable for any damages (including, without limitation, damages for loss of data, or profit, revenue, goodwill or due to business interruption) arising out of the use or inability to use our Services.

j. Hutchison is entitled at any time to amend or supplement these Terms. Hutchison shall publish any amendments to these Terms on its website (www.hutch.lk) and may also use other means of notification (e.g. SMS, newsletter, pop-up). If the Customer makes use of the Services after any such publication or notification, then the Customer shall be deemed to approve the amended terms as of the date of publication or notification to Customer

2. CONTENT

a. Under the Agreement, the Customer is authorized to use the Services for personal use and for a limited period in accordance with the respective Terms.

b. Hutchison is entitled at any time to alter the content or functions of these Services (e.g. updates, modifications or other similar actions).

c. The Customer is not entitled to demand that the Services are provided or kept in a given condition. No warranty can be given that the software used by Hutchison is entirely devoid of errors. Therefore, downtimes may occur caused by technical problems beyond Hutchison's control. Regular maintenance or maintenance to deal with unpredictable failures (e.g. attacks, viruses) may impair availability of the Services. Insofar as is possible, maintenance shall be carried out paying consideration to our Customers.

d. The use of Services or its functions may depend on an online connection to the internet with a given bandwidth or rate of data interchange; otherwise, use may be restricted, impaired or even impossible. Using the Services on a mobile device drains the device's resources and may result in impaired performance in other respects.

e. The Customer is prohibited from using the Services in any manner other than permitted under the Agreement. In particular, the Customer may not copy a content, pass it on to third parties or otherwise grant access to it, nor may the content be sub-licensed, hired out, published, distributed, transferred, adapted, reverse engineered, decompiled, or re- or disassembled.

f. The Customer may download and enjoy the content from the Services after making payment for such content.

g. Every Customer who has paid for the Services, may download and enjoy the relevant content subject to the Customer's device capability.

h. The use of internet access and data related to the download and use of Services by the Customer, will be subject to access fees and data in accordance with the applicable rates for each network provider.

i. The Customer is fully responsible for the use of the Service and shall release Hutchison from all forms of claims, losses, damages or claims relating to the use and misuse of any content available on the Services.

j. Hutchison is not responsible for any use of content that is including but not limited to incorrect or not in accordance with applicable laws and regulations.

k. The Customer (including and not limited to underage users along with their guardianship) will be fully responsible for the use of all content downloaded from the Services.

l. Hutchison is not responsible for all forms of advertising and / or content of banner advertisements, pop-up advertisements and other ad formats displayed on third-party websites and applications available through the Services. These advertisements are entirely the responsibility of the owner of each content.

3. FEES

a. Hutchison will charge the Customer for its use of Services.

b. Additional fees may apply to the use of Services in accordance with applicable laws and regulations.

c. Hutchison will not refund any fees that have been charged to the Customer under the following conditions:

i. Incompatibility between the hardware and software used by the Customer in using the Service;

ii. Customer's cellular devices do not meet the specifications or minimum requirements for running content or applications;

iii. Lack of observations from Customers for any policies mentioned in the provisions and any instructions available on the Service portal and website;

iv. Carry out actions in bad faith; and

v. Customer stops subscribing when content or Services have been provided.

d. The use of internet access and data related to the download and use of Services by the Customer, is subject to access fees and data in accordance with the applicable rates for each network provider.

Hutchison, in its sole discretion, may free Customer from internet fees and data related to downloading content for the time being, and the Customer acknowledges and agrees that such fee waiver can be stopped at any time by Hutchison without prior notification to the Customer.

4. HOW TO SUBSCRIBE

a The Customer can register and subscribe for the Services through direct carrier billing by activating the service through the activation methods made available to them by Hutchison.

5. HOW TO STOP SUBSCRIPTION

a. The Customer can stop its subscription of the Services by:

Accessing the “unsubscribe” option on the service or calling 1788

b. The Customer understands and agrees that by terminating or cancelling the Services, the Customer will lose access to all content of the Services they had subscribed for.

c. There is no additional charge for terminating the Services. The subscription fees that have been made for a certain period, will remain valid until the service period ends and cannot be refunded in case of early termination of Services by the Customer.

If HTLL terminates the services due to any reason including but not limited to Government direction, the Customer will lose access to all content of the Services they had subscribed for with immediate effect , and HTLL shall refund the subscription fee on pro rat basis for the unutilized period of service.

d. The Services will remain active, and will be extended automatically, as long as the Customer does not terminate the Service through the channel described above.

e. Hutchison, at its sole discretion, has the right to terminate the Service without prior notice to the Customer.

6. THIRD-PARTY TERMS

a. Hutchison does not own all contents downloaded from any of the Services. Such contents are provided and belong to third party developers. Therefore, Hutchison is not responsible for applications, content, functionality, or for permissions given by the Customers when accessing any content available in the Services.

b. The Services may include links to third party services and/or the third party services may be made available to the Customer via the Services. These services may include, but are not limited to social media connectivity (i.e. Facebook). These services are subject to respective third party terms and conditions. Please study these third party terms and conditions carefully as they constitute an agreement between the Customer and the applicable third party service provider.

c. The Customer needs its own mobile device and Internet access. During the use of Services, data is always interchanged and sent via the internet. Before installing or playing any content, the Customer needs to make sure they understand the costs related to mobile data.

7. INTELLECTUAL PROPERTY

a. All applications have been protected by intellectual property rights and in accordance with applicable legal provisions based on license agreements with legitimate owners.

b. By accessing the Services and any application content available within the Services, the Customer agrees to comply with and comply with all intellectual property rights, including copyright or trademarks of Hutchison (including its affiliates) and third parties who provide content licenses for Hutchison through the Services. The Customer will not obtain ownership rights to the content, including names, titles, words, phrases, logos, patents and trademarks, literature and other works of art that are or have been made and are available through the Services.

8. GOVERNING LAW

These Terms are governed by the laws of the Democratic Socialist Republic of Sri Lanka.