

Terms of Service

1. Introduction

- 1.1 Appmaker is an online platform (the "Platform") provided through Dialog Axiata PLC (the "Platform Provider"), that acts as an 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 way 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. Continued use of the Service after any such changes shall constitute your consent to such changes. Please read the Terms of Service very carefully.

2. Eligibility

- 2.1 You must be a natural person or a body corporate.
- 2.2 If you are a natural person, You must be 18 years or older to use this Service.
- 2.3 You must provide valid information for the registration process in order to access the Service.

3. Terms of Use

Violation of any of the Terms of Use may result in the termination of your account without notice. The Company prohibits inappropriate, obscene, offensive and illegal conduct and 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 is not responsible for the content posted, shared or produced using the Service. You agree to use the Service at your own risk.

- 3.1 Your use of the Platform, conduct, App and content of App (the "Content") shall not be used for inappropriate, obscene, offensive and illegal purposes.
- 3.2 In using the Platform, You understand and agree that the Platform Provider or other partners connected with the Platform, including but not limited to mobile telecommunications operators shall not be responsible for the content posted, shared or produced using the Platform. You agree to use the Platform at your own risk.
- 3.3 You are 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.
- 3.4 You agree to notify the Platform Provider 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 Platform Provider immediately if You believe your device(s) may have been stolen or is otherwise being used by a third party without your permission. The Platform Provider shall not be liable under any circumstance for any loss or damage from your failure to comply with this security obligation.
- 3.5 You are responsible for all material You produce using the Platform and activity that occurs under your account (even when content is posted by others who have access to your account).
- 3.6 You shall not use the Platform for any purposes illegal or otherwise in conflict with these Terms of Service. You must not, in the use of the Platform, 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). Take special heed of copyright laws when using the Platform.
- 3.7 You shall not use Content with malicious intent or 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.
- 3.8 You shall not use any unlicensed software for the development of your Apps or as a component of your Apps and any App or Content developed by You shall not violate any third party intellectual property rights. Any legal liability associated with your Apps shall be your sole responsibility.
- 3.9 You understand and agree that the Platform Provider holds the right to review and approve any Content or App and any Content or App will be made available in the Platform only upon prior approval by the Platform Provider, provided nothing herein shall limit your responsibility with respect to the Content or the App. You understand and agree that the Platform Provider may take minimum 3 working days for the approval of your registration or App from the submission date for web services based Apps and 5 working days for downloadable Apps. However, depending on the complexity this minimum time period might vary.
- 3.10 You shall maintain the App to the Platform Provider's expected standards.

4. Operational Guidelines

- 4.1 The App name used by You must be relevant and unique to the App being created.
- 4.2 Branding/Trademarks need license or permission to use.
- 4.3 Keywords used by You when implementing a SMS App must be short, relevant, attractive, memorable and unique. You must not use other App names or company names as keywords. Keywords should 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 references another app's name or company name, your app may be removed.

- 4.4 The generation of any short message or distribution of any Content among the subscribers of the Platform Provider or the End Users will be not available during 22:00 hours to 06:00 hours daily or any other time decided by the Platform Provider. 4.5 The Platform Provider may use the last 20 characters which is available for SMS services as and when required for any purpose, at Platform Provider's discretion.

5. Ownership and Licenses

- 5.1 With the exception of Developer Content (as defined below), all content and intellectual property available through the Platform, including, without limitation, the Apps, software, the source code and object code, computer code, any artwork, graphics, images, templates and widgets, applications, audio, music, video and other media, designs, animations, interfaces, the Services, methods, products, algorithms, data, interactive features and objects, advertising, methods, inventions, all software codes and software developments and builds relating to Apps, all data compiled by the Platform Provider from the Platform and the Apps, and all information derived by the Platform Provider from such compiled data are the proprietary content and property of, and are solely owned provided by, the Platform Provider and/or are used by the Platform Provider 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 Platform Provider reserves and retains all rights with respect thereto. The look and feel of the Platform is copyright of the Platform Provider. The Platform Provider hereby grants to You a nonexclusive, nontransferable, revocable, limited license to use the Platform and the content conditioned upon your adherences to the Terms of Service.
- 5.2 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 Platform Provider or for any other purpose not protected by fair use. You are authorized to use the content as long as You abide by the 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 way that violates the use restrictions contained in the 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 the Terms of Service, the 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.
- 5.3 Subject to the rights of the Platform Provider in the Platform itself and the content, You shall retain ownership of: (i) all materials, source codes, content and intellectual property that You provide to the Platform Provider 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 Platform, You grant to the Platform Provider 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 Appmaker services and its apps publishing environment.
- 5.4 By using the Platform, 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 Platform and that such Developer Content does not infringe any third party rights, including, without limitation, intellectual property rights.
- 5.5 If the materials You use in connection with the Platform requires licensing or licensing fees in exchange for its use, You shall be solely responsible for securing and paying for such licensing which inter alia includes all digital delivery licenses, mechanical licenses, any public performance licenses, synchronization licenses and any other licenses from all copyright owners (or their agents).

6. Trademarks

- 6.1 The names and marks APPMAKER, DIALOG or DIALOG AXIATA and any other logos, graphics, designs, web/page designs, icons and other interests of the Platform Provider or other Developers used in connection with the Platform are registered or unregistered trademarks, service marks or trade dress of the Platform Provider or other Developers as the case may be (the "Marks").
- 6.2 You shall not use the Marks in any form or in any media without the prior written consent of the Platform Provider.
- 6.3 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 Platform Provider a worldwide, perpetual, royalty-free, fully sublicense able, non-exclusive license to use the Developer Art, as well as Developer's corporate and/or trade name for purposes of marketing the Platform Provider's products and services to third parties.

7. Developer's End Users

- 7.1 Developer shall be responsible for the End Users' access to the Apps and the services including the terms of use and privacy. 7.2 The Developer shall clearly communicate to the End User, the Developer's Fee (hereinafter defined), the nature and the method of using the App, the frequency of messages passed to the

devices of the End User in all advertising materials used to publicize the App and in all confirmation messages provided to the End User, at the time of initial subscription by the End User.

8. Payments

- 8.1 The Developer may charge a fee from the End User for the use and subscription of the App (“Developer’s Fee”) for which the Developer should obtain prior consent from the End User at the time of registration and the same shall be communicated to the Platform Provider.
- 8.2 In consideration for the Services rendered by the Platform Provider, the Developer shall pay 40% of the Developer’s Fee (“Service Fee”) to the Platform Provider and in consideration for the Services rendered by other licensed mobile network operators, the Developer shall pay 50% of the Developer’s Fee to the Platform Provider.
- 8.3 The Platform Provider will act as a collection agent of the Developer for the collection of the Developer’s Fee from the End Users.
- 8.4 The Platform Provider shall transfer the Developer’s Fee collected from the End Users to the designated account provided by the Developer upon deducting the Service Fee. The said transfer will be made on monthly basis in the event the total payable amount exceeds LKR 2000.
- 8.5 All taxes applicable under this Agreement shall be borne or paid by the Developer save and except taxes applicable in respect of the Service Fee. For the avoidance of doubt, the Developer’s Fee collected by the Platform Provider on Developer’s behalf shall not be treated as income of the Platform Provider under any circumstance and all taxes or levies made applicable to the Developer, from time to time shall be deducted by the Platform Provider from and out of the Developer’s Fee.
- 8.6 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.

9. Modifications

- 9.1 The Platform Provider reserves the right at any time and from time to time to modify or discontinue—temporarily or permanently—the Platform (or any part thereof), the Terms of Service or the Service Fee with or without notice at any time. Notice may be provided at any time by posting the changes on <https://appmaker.lk/appmakerterms.pdf> Continued use of the Platform after any such change shall constitute your consent to such changes.
- 9.2 The Platform or the Terms of Service may also subject to change based on the regulations or directions issued by the government or any regulatory authorities, including but not limited to Telecommunication Regulatory Commission of Sri Lanka.
- 9.3 The Platform Provider shall not be liable to You or to any third party for any such modification.
- 9.4 The Platform may contain service APIs from many service providers, not limited to telecommunication operators, local parties etc, who shall not be held responsible for any action carried out by You using the APIs exposed on the Platform. 9.5 From time to time, the Platform Provider may issue updates to the Platform that may add, modify, and/or remove features. These updates may be pushed out automatically with little or no notice. The Platform Provider may notify You in advance of an upcoming update, including details on what the update includes at its discretion.

10. Deactivation and Termination

- 10.1 The Platform Provider shall have the right to terminate this Agreement, in the event of any breach by the Developer of any of the Terms of Service contained herein. Any such termination shall not limit the Platform Provider’s other rights and remedies under this Agreement or at law or equity.
- 10.2 Notwithstanding anything provided herein, the Platform Provider may deactivate your account at your request and reserves the right, in its sole discretion, to terminate your account or access to the Platform at any time, with or without notice or explanation, for any or no reason, and without liability.
- 10.3 You are solely responsible for properly deactivating your account.
- 10.4 Account deactivation requests must be submitted in writing to admin@Ideamart.lk.
- 10.5 Deactivations by phone or sent to any other email addresses will not be considered as valid.
- 10.6 The Platform Provider has the right to suspend or terminate your account and refuse any and all current or future use of the Platform or that of any other services provided by the Platform Provider 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 any Content stored with the Platform in relation to the account.
- 10.7 The Platform Provider reserves the right to refuse the Platform to anyone for any reason at any time. Such refusal may include, but is not limited to, Apps involving materials that the Platform Provider 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 the Terms of Service; or to violate terms of use of third parties.

11. Privacy

11.1 The privacy of the End Users is important to the Platform Provider and You shall keep all and any information of the End Users in strict confidence and shall not disclose unless required by a court of law or government authority with competent jurisdiction.

12. Quality of Service

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

12.2 Your use of the Platform is at your own risk and on an as-is basis. The Platform Provider does not warrant that:

1. The Platform will meet your specific requirements.
2. The Platform will be uninterrupted, timely, secure or error-free.
3. The results that may be obtained from the use of the Platform will be accurate or reliable
4. The quality of any products, services, information, or other material purchased or obtained by You through the Platform will meet your expectations and any errors in the Platform will be corrected

12.3 The Platform Provider shall not be liable for damages in connection with any use of the Platform or any related defect, perceived or real, in the services rendered.

12.4 You understand that the words and opinions of other developers using the Platform are not those of the Platform Provider and the Platform Provider does not and cannot accept responsibility of such words or opinions.

13. Indemnification

13.1 You agree to indemnify and hold the Platform Provider 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 and damages (including attorneys' fees) arising out of, in connection with, or related to:

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

14. Limitation of liability

14.1 In no event will the Platform Provider, its affiliates, or its and their respective directors, officers, employees, agents, successors and assigns, suppliers, service providers and business partners of the Platform Provider 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 Platform, even if the Platform Provider is aware of or has been advised of the possibility of such damages.

14.2 Without prejudice to the above, the Platform Provider's aggregate liability to You for any cause whatsoever, regardless of the form of the action, will at all times be limited to the Service Fee during the year (or part thereof) immediately before the claim.

14.3 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 Platform Provider'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 Platform.

15. General Conditions

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

15.2 You understand that the Platform Provider uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technologies required to maintain the Platform. The Platform Provider may also use third party services to augment or enhance its Platform. The Platform Provider shall not be responsible for the services offered by third parties and cannot be held liable for their actions, including to any resulting damages, defects or failures.

15.3 Any new features that augment or enhance the current Platform shall also be subject to the Terms of Service.

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

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

- 15.6 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.
- 15.7 Any verbal, physical, written or other abuse (including threats of abuse or retribution) of any of the Platform Provider's customers, employees, members, or officers may result in immediate account termination. This includes abuse in any form of communication, both online or offline.
- 15.8 You shall not impersonate any of Platform Provider's employee or suggest in any way that You are employed by the Platform Provider. You may not represent your services or product as part of the Platform or mislead other developers to believe that You are an official extension of the Platform or any Platform Provider's brand.
- 15.9 You are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 15.10 By using the Platform, You expressly consent to the Platform Provider 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.
- 15.11 The delay or failure of the Platform Provider to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.
- 15.12 You will not, unless the same is approved in writing by the Platform Provider, make publicity releases or announcements on any media regarding either this Terms of Service or your activities related to, or its participation in, this Terms of Service.

16. Anti-Bribery and Anti-Corruption

- a) In connection with the negotiation and performance of this Terms of Service, You, on behalf of yourself and your representatives, represents and warrants that You have not engaged in and covenants that You shall refrain from offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or anything of value, directly or indirectly, to or from:
- a. any government official to:
 - i. influence any act or decision of a government official in his or her official capacity;
 - ii. induce a government official to use his or her influence with a government or instrumentality thereof; or
 - iii. otherwise secure any improper advantage; or
 - b. any person in any manner that would constitute bribery or an illegal kickback or would otherwise violate applicable anti-corruption law.
- b) In connection with the performance of this Terms of Service, You shall maintain books and records, practices and internal controls so as to ensure that receipts and expenses are accurately recorded with reasonable detail and are based on accurate and sufficient supporting documentation and that no "off the books" accounts are created or maintained. Unless otherwise required by law, the books and records referenced in this Clause will be maintained for five (5) years after termination or expiration of this Terms of Service.
- c) If You become aware that any violation of the terms of this Clause has occurred, is threatened, or has been requested by any person or entity (including by an employee or representative of yours), You shall provide prompt notice to the Platform Provider of the facts and circumstances associated with such violation or request.
- d) You represent that You have not made a voluntary or other disclosure to, has not received any notice, summons, request for information, or citation from, and is not aware of any past or present investigation by a government authority related to alleged violations of applicable anti-corruption law.
- e) You shall ensure that the subcontractors (if applicable) You retain in connection with the performance of this Terms of Service expressly agree to anti-corruption and trade compliance undertakings, representations, and warranties substantially similar to the provisions contained in this Clause.
- f) If a breach of this Clause has occurred by You, Platform Provider may (a) treat such breach as a material breach under the Terms of Service and resort to any resulting right or remedy available to it, or (b) terminate this Terms of Service immediately by means of written notice to You.
- g) Notwithstanding any other provision of this Terms of Service, Platform Provider may disclose the existence and terms of this Terms of Service, as well as information relating to any probable violation of this Clause, to any government authority whenever required by applicable law.