

Appmaker is an online platform (the "Platform") provided through Mobitel (Private) Limited (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 clicking the "Register " button, you acknowledge that you have read, understood and agree to be irrevocably and unconditionally bound by the following Terms and Conditions; IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS HEREIN, YOU SHOULD NOT CREATE an APPMAKER USER ACCOUNT.

Terms and Conditions

1. Definitions

Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them below:

- (a) **"Content"** means the audios, videos, audio-visual work, still images, literary work and/or dramatic work, uploaded by You on this interface, the intellectual property rights of which You own or control or which are assigned or licensed to You by the owner of the intellectual property rights and permitted for use in the Services contemplated hereunder;
- (b) **"Agreement"** means these online Terms and Conditions as amended from time to time by Mobitel along with the complete Appmaker Registration Application. The fields requesting you to furnish details shall constitute the Appmaker Registration Application.
- (c) **"Service"** means the facility provided by Mobitel which enables You to upload Content and create Applications which in turn can be disseminated to Mobitel customers.
- (d) **"You", "User" , Content Provider" or "App Developer"** means any person who seeks to register himself to provide Content to Mobitel Customers subject to and in accordance with these Terms and Conditions;
- (e) **"Mobitel"** means Mobitel (Private) Limited;
- (f) **"App"** shall mean an application or application program, which is a software program that operates on a digital device.

In these Terms and Conditions, words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and neuter and vice versa.

2. Registration

- 2.1 It is a pre-requisite for registration that you be an existing customer of a Mobitel Post – paid or pre-paid mobile connection.
- 2.2 You are required to complete all the fields in the Appmaker Registration Application with correct, complete and accurate details. If any of the fields remain unanswered Your application to register shall not be accepted by Mobitel.
- 2.3 You agree that Mobitel shall be entitled to authenticate Your name and national identity card number given at the time of registration against the registration details of Your Mobitel Connection. If the authentication procedure succeeds You will be able to enable Mobitel billing for Your Apps. If the authentication procedure fails, You will not be able to utilise Mobitel billing for Your Apps.
- 2.4 You are required to create a User Account by inserting a username and password. The App(s) marketed to Mobitel Customers should be created on this Account.
- 2.5 Mobitel shall have the sole discretion of accepting or rejecting Your Appmaker Registration Application. Further You agree and understand that even after accepting your Appmaker Registration application, Mobitel shall retain the right to terminate or suspend dissemination of Your App(s) to Mobitel customers at any time at its sole discretion.

3. Duration of Agreement

3.1 This Agreement shall commence from the date You click the "Register" button and shall be valid unless terminated in terms of clause 9 below.

4. Your Rights and Responsibilities

4.1 You shall warrant that all information provided for registration is true and accurate and You shall furnish such information as requested by Mobitel from time to time.

4.2 You accept that Mobitel shall hold such information in its database and may store, use, analyze and transfer such information to the authorities as requested in accordance with law without any prior notice or consent from You.

4.3 It shall be Your responsibility to keep Your PIN and User Account details confidential and for continuously monitoring Your account. Nevertheless, You shall be responsible for all transactions performed using Your PIN and Your User Account irrespective of whether Your Mobitel SIM Card against which authentication has been done or the mobile phone containing the SIM Card is misplaced, stolen or lost.

4.4 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).

4.5 Mobitel shall only be responsible for providing the platform/mechanism for the Creation of Your App(s) and collecting the monthly subscription fee from Mobitel Customers, however all responsibilities relating to the Service including but not limited to advertising the App(s), uploading Content in a ready format and handling all disputes, complaints and queries relating to the App(s) shall be Your sole responsibility.

4.6 You agree that all Content uploaded on the interface is at all times true, accurate, authentic and reliable and the use of any information in the Content will not result in any personal injury to any Mobitel customer. Mobitel shall not in any event guarantee the accuracy, integrity or quality of the Content.

4.7 You shall represent and warrant that You are the sole owner of all intellectual property and any such corresponding rights associated with the Content including but not limited to, any domain names, patents, copyright and software associated with the Content and maintains the full power and authority, during such time the Agreement remains in force. You shall further represent and warrant that the Content does not infringe the intellectual property rights or moral rights of any third party.

4.8 You shall not use the Service or Mobitel platforms to impersonate another person or entity.

4.9 You warrant that You have the legal right, lawful authority and/or necessary approval to provide the Content in terms of these Terms and Conditions and that there are no legal or other impediments preventing You from so making available the Content.

4.10 You shall have no exclusive rights to any short code assigned by Mobitel for the functioning of this Service.

4.11 You agree that you will not upload or send to or from this interface any material:

(a) for which you have not obtained the intellectual property rights;

(b) that is discriminatory, obscene, political, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Sri Lanka;

(c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

(d) which relates to any competitor of Mobitel or any information/content, which has a conflict of interest with Mobitel;

4.12 You shall not use this Service for any unlawful or illegal transaction or activity and shall always comply with all applicable Laws.

4.13 You shall provide all creative and substantive materials required for the Content as specified by Mobitel. In no event shall Mobitel provide the substantive input for any Content. You agree that Mobitel exercises no control whatsoever over the Content and is a mere conduit in transmitting and handling Content. You shall bear sole responsibility for all Content transmitted using Mobitel portals/platforms.

4.14 You shall not utilize Mobitel platforms and Mobitel connectivity services or permit Mobitel platforms and Mobitel connectivity services to be used (i) for the transmission, uploading, downloading of any Content specified in clause 4.12 above (ii) for any communication which will cause annoyance or needless anxiety; (iii) to send or provide any spam, unsolicited advertising or unsolicited promotional material; (iv) to knowingly or recklessly transmit any electronic material (including, without limitation, "viruses", "worms", "Trojan horses", "email bombs", "cancelbots" or other similar destructive computer programming routines) which causes, or is likely to cause, detriment or harm or damage in any degree to the Mobitel network, or computer systems or mobile handsets owned by any person (v) for spoofing, phishing, sniffing purpose (vi) to cross promote a competitor of Mobitel or to transmit material which has a conflict of interest with Mobitel or is likely to damage the brand image/reputation of Mobitel (vii) in a manner which violates any applicable law, regulation (including the regulations of the Telecommunications Regulatory Commission of Sri Lanka), treaty or tariff, conditions of any service provider or for any illegal, immoral or improper purpose (viii) in a manner which violates the acceptable usages of any networks, equipment or services (including those of Mobitel) or in a manner which causes network interruptions of any kind; and (ix) for illegal or unauthorized access, exploitation, interruptions or monitoring. Mobitel reserves the right to suspend the Content and/or block You without notice, if You fail to comply with the provision of this clause.

4.15 You shall at all times ensure that the Content conforms with the highest quality of standards.

4.16 You shall strictly provide Content only to Mobitel customers who have voluntarily subscribed to the Services and shall not engage in any activity to manipulate the customers to subscribe for Services in any manner whatsoever, either legally or illegally, with or without their consent. Any breach of this clause shall be considered as a material breach, providing Mobitel the right to immediately terminate or suspend the Agreement and shall also enable Mobitel to charge penalties as solely determined by Mobitel as assessed by Mobitel according to the wrongful activity committed.

4.17 You shall appoint and make available valid details of a Principal Contact on this interface for customer complaints and queries relating to the Service.

4.18 You shall not assign Your obligations hereunder created or Your User Account to any other party without the prior written approval of Mobitel. Mobitel shall not be liable for any loss or damage arising due to such unauthorized assignment.

- 4.19 You shall not engage in any act or omission that will result in any damage to the reputation of Mobitel or result in any claim or action against Mobitel by a third party relating to the Service.
- 4.20 You shall not any time collect record, keep or maintain details or information of Mobitel subscriber base for any reason whatsoever.
- 4.21 You shall not use Mobitel's trademarks, trade names, service marks, copyrights, patents, trade secrets, trade dress or logos etc. without the Mobitel's prior written consent.
- 4.22 You agree to provide the Bank details of the owner of the Appmaker Account and you shall not provide different names for the same Bank Account. You agree that all bank details made available by You in the interface is accurate and that Mobitel is permitted to credit Your monthly revenue share to the bank account given therein. The Bank details provided by you can only be changed by providing a letter with the signature of the owner of the Appmaker Account. Mobitel shall not be liable for any loss or damage arising due to incorrect bank details.
- 4.23 You shall undertake to popularize, promote, and market the Service/Content at Your own expense in any media including but not limited to sending of notices, circulars, flyers, and broadcasted Advertisements etc. Provided however, You shall not without prior written permission of Mobitel use any of Mobitel's trademarks, trade names, service marks, or logos etc in advertising or promoting the Service.
- 4.24 You shall comply with the following when promoting and advertising the Service and/or Content;
- 4.24.1 All advertising and promotional material, notices, circulars, flyers, messages (including SMS), audio clips, video clips, broadcasted Advertisements, (collectively called "Advertising/Promotional Material") and all advertising/promotion campaigns should be conducted by You in an ethical manner and the same should not violate or infringe the rights including the intellectual property rights of any person/entity; you shall take prior approval from Mobitel for all promotional material before publishing same to the users.
- 4.24.2 You shall send Advertising/Promotional Material only to Mobitel customers who have **explicitly** consented or "opted-in" to receive such Advertising/Promotional Material and who have been informed of their rights to and the free process for cancelling receipt or "opting-out" of receiving Advertising/Promotional Material in future. The Mobitel customer should have the option of "opting-out" of receiving Advertising/Promotional Material at all times. You should cease sending Advertising/Promotional Material to Mobitel customers who have "opted-out" from receiving such Advertising/Promotional Material as soon as possible and in any case not later than thirty minutes after receipt of the opt-out request (or any shorter time period if necessary to meet or comply with any legal, regulatory, governmental request or requirement).
- 4.24.3 You shall conduct advertising/promotion campaigns only to Mobitel customers who have **explicitly** consented or "opted-in" to participate in such advertising/promotion campaign(s) and who have been informed of their rights to and the free process for "opting-out" of participating in advertising/promotion campaigns in future. The Mobitel customer should have the option of "opting-out" from participating in advertising/promotion campaigns at all times. You should cease to engage any Mobitel customers who have "opted-out" from participating in any advertising/promotion campaigns conducted as soon as possible and in any case not later than thirty minutes after receipt of the opt-out request (or any shorter time period if necessary to meet or comply with any legal, regulatory, governmental request or requirement).
- 4.24.4 You shall not send Advertising/Promotional Material to random numbers and/or sequence of numbers of Mobitel by any means (including by any learning method or random method);
- 4.24.5 You shall refrain from disseminating false and/or misleading information in Your Advertising/Promotional Material and advertising/promotion campaigns (e.g. "apps created can send unlimited SMS/free SMS") and shall refrain from disseminating false charging rates in Your Advertising/Promotional Material and advertising/promotional campaigns.

- 4.24.6 You shall only use the “Mobitel” name when mentioning Service availability for Mobitel customers and every advertising/Promotional Material and advertising/promotional campaign containing the name “Appmaker” or “Mobitel” or which makes reference to the Service must be sent to appmakersupport@mobitel.lk for approval before it reaches the target audience. The material submitted to the said email address should clearly mention where You intend to publish the Advertising/Promotional Material and/or conduct the advertising/promotional campaign(s) and the date on which You intend to publish the said advertising/promotional material and/or conduct the advertising/promotional campaign(s).
- 4.24.7 You shall be solely responsible for and shall bear and pay any taxes applicable on any advertising/promotional SMS disseminated by You in terms of Section 48 of the Finance Act, No. 35 of 2018 read with the “Finance (Levy on Mobile Short Message Services) Regulations, No. 1 of 2019” published by the Minister of Finance and Mass Media dated 31st December 2018 (“the said Regulation”) and any amendments thereto and shall indemnify Mobitel against all losses, claims, liabilities imposed on Mobitel by a third party due to Your failure to comply with the provisions of this clause.
- 4.24.8 If You in Mobitel’s opinion fail to comply with any of the terms and conditions in this clause 4.24, Mobitel retains the right to immediately suspend or terminate this Agreement without any compensation and obligations to You.
- 4.25 You shall not under any circumstances send spam or mass marketing, single or multiple unsolicited flows of SMS from single or multiple sources (Unsolicited Traffic) through Mobitel connectivity services. Should Unsolicited Traffic nonetheless be sent, Mobitel may at its discretion, suspend or terminate this Agreement without any compensation and obligations to You.
- 4.26 You shall support Mobitel in any marketing and promotion of Mobitel value added services by supplying relevant information and materials in relation to the Service.
- 4.27 You shall not use any unlicensed software for the development of your App(s) or as a component of your App(s).
- 4.28 You undertake to ensure compliance with all applicable laws and regulations in the performance of the Services under this Agreement.
- 4.29 You shall not breach any of Your obligations under this Agreement. If You breach any of the terms, conditions, warranties or representations in this Agreement, Mobitel shall have the right to suspend or terminate this Agreement at any time without any compensation and/or obligations to You.
- 4.30 You shall be contactable via the registered mobile number (Mobitel) at any given time and Mobitel has the right to terminate the service/s (Apps) if You are not contactable via the contact numbers given in the Appmaker Registration Application or if the number is DACT (Number is Deactivated) / OGBD (Outgoing Barred) or if you fail to answer the call.

5. Mobitel’s Rights and Responsibilities

- 5.1 Mobitel provides this Service on “as is” basis and does not provide any warranty on suitability, quality, merchantability and fitness for a particular purpose, or that the Mobitel interface, platforms or connectivity services would be operational at all times and disclaims all liabilities arising in relation to the Service.
- 5.2 Mobitel excludes all liabilities arising from any, defects or breakdowns in the Service, Mobitel interface, platforms or connectivity services and its liability to You resulting under the Agreement shall be limited to restoring the Services and/ or interface to normal operating order and specifically excludes direct, indirect, incidental, special punitive, exemplary and consequential damages and lost profits, lost revenue, business, savings, or use, incurred by You or any third party, whether in an action in contract, tort or otherwise and whether or not Mobitel has been advised of the possibility of such damages.
- 5.3 Notwithstanding any provision to the contrary, and subject to the foregoing clause 5.2, the total and

aggregate liability of Mobitel irrespective of the form of the action or theory of recovery, in any case and in all claims under these presents including indemnity shall be limited to restoring the defective Services and/or Appmaker interface to normal operating order. If Mobitel is unable to restore the defective Services and/or Appmaker Interface to normal operating order, Mobitel retains the right to forthwith terminate the Agreement.

5.4 Mobitel will provide a platform/mechanism to create Apps using Your Content.

5.5 Mobitel shall have the right to determine the fee to be charged from Mobitel customers for availing the Service (End User Price or EUP) and shall at its sole discretion increase or decrease the prices at any time.

5.6 Mobitel shall not be required or called upon to share its customer base to You or advertise or promote the Service.

5.7 Mobitel reserves the right to (i) refuse any App request, suspend or cancel any App, or change/amend any App that does not conform to the instructions or guidelines set out by Mobitel from time to time, (ii) refuse any App at any time which Mobitel believes to be a violation of any law, invasion of privacy, breach of personal data protection, degrading, profane, obscene, pornographic, defamatory, unlawful, tends to ridicule or embarrass, infringement of intellectual property right or moral right of any person, (iii) refuse or cancel any App which prima facie makes or requests Mobitel customers to exploit any other offers/promotions/campaigns that are not sanctioned by Mobitel.

5.8 If You are not contactable via the contact numbers given in the Appmaker Registration Application, Mobitel has the right to terminate the Service immediately by informing You of the termination via email. Mobitel shall not be responsible for any technical/email issues encountered by You and the termination email shall deem to have been received by You upon dispatch by Mobitel of the email irrespective of whether You actually receive the email or not.

6. Payment Terms

6.1 The revenue to be shared under this Agreement will be the 'Net Revenue' earned from Mobitel customers from the Service.

6.2 The Net Revenue will be ascertained by deducting the Value Added Tax and all other government taxes and levies from the End User Price. The Net Revenue so ascertained shall be shared between the Content Provider and Mobitel in the following manner;

The source of Income / Revenue	Mobitel's Revenue share in percentage %	App Developer's revenue share in percentage % (inclusive of all taxes and levies)
The Net Revenue from the utilization of the Content excluding the sampling	40%	60%

6.3 The above indicates the current revenue share offered by Mobitel, and Mobitel shall have the right to amend the revenue share with 30 days' notice to the Content Provider.

6.4 The above revenue share shall be applicable to services where there is a set EUP and Mobitel reserves the right to determine the End User Price and the right to change the End User Price from time to time.

- 6.5 The payments of the royalties, licence fees on the Content and /or Services if any, shall be Your sole responsibility and shall be paid from Your own revenue share. Further, Your revenue share indicated under clause 6.2 above shall include all taxes and levies payable by You and it is Your sole responsibility to pay all taxes and levies payable by You in performing this Agreement from your revenue share.
- 6.6 No other costs, payments and expenses would be borne by Mobitel unless specifically mentioned in this Agreement or mutually agreed in writing in advance.
- 6.7 Any withholding taxes if applicable shall be deducted from payments to You and Mobitel shall provide You the withholding tax receipts evidencing payments of withholding tax, within one (1) month from the date of deductions.
- 6.8 Mobitel will credit your monthly revenue share to the given Bank Account monthly provided the revenue to be credited for the month is not less than Rupees 500. In the event the revenue to be credited to your account in any month is less than Rupees 500, the same shall be credited to Your account in the following month once the revenue reaches Rs.500 or more.
- 6.9 Mobitel will collect the subscription fee due to Content provider from the End Users on behalf of Content provider and for that service Mobitel will raise periodical invoices to each Content provider.
- 6.10 Mobitel will charge CESS, VAT (Value Added Tax) and / or any other applicable sales taxes on the service fee mentioned above and the invoice provided by Mobitel to Content provider shall include the same. Applicable taxes and rates can be changed time to time as per the changes taking place in tax laws and regulations.
- 6.11 Subscription fee charged by Content provider to End Users shall be inclusive of Content provider's sales taxes such as VAT.
- 6.12 If any End User is a VAT registered person and is requesting a tax invoice for the subscription fee, Content provider shall provide a valid tax invoice to that End User as prescribed in the VAT law.

7 Indemnity

- 7.1 You shall indemnify and hold Mobitel, its employees, suppliers, licensors, agents and service providers (and its and their successors, officers, directors, and employees) harmless from and against any claims, damages, liabilities, judgment, losses and expenses (including attorneys' fees) arising out of or in any way connected with
- the breach of any terms, conditions, warranties and/or representation in the Agreement by You.
 - 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 payment method used to purchase services, or any violation of the 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 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.
- 7.2 You warrant that any Content uploaded on the interface does not violate the intellectual property rights of any third party and You agree to on demand fully indemnify, defend, and hold Mobitel harmless from and against any, claim, action, allegation, demand brought against Mobitel by a third party on any action based on a claim or allegation that

use/possession or dissemination of such Content infringes such third party's intellectual property rights. You shall indemnify Mobitel against all related costs, expenses and any amount required by a court to be paid to a third party claiming intellectual property rights infringement as part of final judgments awarded or settlements entered into and all other related costs and expenses incurred by Mobitel.

7.3 This Clause 7 shall survive the termination or expiry of the Agreement.

8. Confidentiality

8.1 Each party hereto undertakes to the other that it will treat and use its reasonable endeavours to procure that its directors, employees, agents and professional advisors treat as confidential the terms of this Agreement, information relating to the operation of this arrangement, which are the subject of this Agreement and all other information whether of a technical or of a business nature or otherwise relating in any manner to the business or affairs of the other party and will not disclose such information to any person whatsoever.

8.2 If either party fails to observe the obligations set forth in this clause the other party shall be immediately entitled to injunctive and other equitable relief in addition to all other legal remedies such party may have.

8.3 The operation of this clause 8 shall survive the termination of this Agreement.

9. Termination

- 9.1** Mobitel shall have the right to terminate or suspend this Agreement immediately at any time without assigning any reason whatsoever and without any notice to you, if you have breached any of your obligations under this Agreement or if you have acted in a manner detrimental to the reputation of Mobitel or misused the service.
- 9.2** In any event Mobitel shall have the right to terminate or suspend this Agreement at any time without assigning any reasons to You.
- 9.3** If you wish to terminate this Agreement you shall give Mobitel thirty (30) days advance written notice with all relevant details.
- 9.4** Upon termination you shall immediately cease to use your User Account and upload any Content.
- 9.5** Termination of this Agreement shall be made without prejudice to the accrued rights and liabilities of the parties at the date of termination, unless waived in writing mutually by the parties.
- 9.6** Mobitel's rights against the Content Provider, the warranties and indemnity obligations in this Agreement and clauses 5.1, 5.2, 5.3, 7, 8, 9.4, 9.5, 9.6, 10.4, 10.6, 10.9 and any other clause which by its nature is intended to survive, shall survive the termination or expiry of the Agreement.

10. General

10.1 Agency -This Agreement is not intended to constitute, create, give effect to, or otherwise recognizes a joint venture, partnership or formal business entity of any kind. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further Agreement or amendment to any contract, which may exist between the Parties. Each party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other except as provided for in this Agreement.

10.2 Entire Agreement-This Agreement and any amendments made thereto by Mobitel from time to time constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

10.3 Force Majeure -Neither party to this Agreement shall be liable for any breach of Agreement caused by Act of God, insurrection of civil disorder, war or military operation, national or local emergency, acts or omission of Government, highway authority, fire flood, lightning, explosion, subsidence, seriously inclement weather, industrial dispute of any kind involving employees of that party together with those of any other party, acts or missions of persons or bodies for whom the party affected thereby is not responsible or any other cause whether similar or dissimilar outside the reasonable control of that party and which the party may not have foreseen by the exercise of due diligence.

The party affected by the force majeure shall promptly notify the other of the estimated extent and duration of such inability to perform its obligations

10.4 Applicable law and Jurisdiction;-This Agreement shall be governed by and interpreted in accordance with the law of Sri Lanka and each of the parties submit to the exclusive jurisdiction of the Courts of Sri Lanka as regards to any claim or matter arising under this Agreement.

If any dispute or difference whatsoever arises between the parties concerning matters relating to this Agreement or any provision thereof, the parties herein shall use their best endeavours to resolve the dispute or difference amicably. Failing amicable resolution of such dispute or difference by the parties hereto within thirty (30) days the dispute or difference shall then be finally resolved by competent court of Colombo, Sri Lanka.

10.5 No Waiver: No decision of Mobitel to refrain from exercising or enforcing, or failure to exercise or enforce, its rights under any provision of this Agreement shall constitute a waiver thereof, or a waiver of the right of Mobitel to enforce any other provision of this Agreement, and no waiver by Mobitel of any violation of any provision or stipulation of this Agreement shall be deemed to be a waiver of any violation of any other provision or stipulation thereof

10.6 Set Off : Without prejudice to any other rights arising under this Agreement or otherwise, Mobitel shall be entitled to set off against or retain from any sums due to the Content Provider, any amounts falling due by the Content Provider to Mobitel under this Agreement or any other agreement between the Parties.

10.7 Severance:

- a) If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- b) If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.8 You agree that Mobitel at its sole discretion may revise these Terms and Conditions at any time without assigning any reasons therefore and You agree to be bound by all such revisions made by Mobitel from time to time. Terms and Conditions 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. It is your responsibility to periodically review the latest version of the Terms and Conditions uploaded on the Appmaker website (www.appmaker.lk) (the 'Website') to stay informed of updates and revisions. You undertake to reread the Terms and Conditions on the Website on a regular basis. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by Your continued use of the Services after the date such revised Terms and Conditions are posted. You hereby waive any right to receive specific notice of such changes/revisions. If You do not accept the changes, You should not use the Services.

10.9 Notices: Mobitel retains the right (though not under obligation) to send You notices from time to time to Your given email address in the Appmaker Registration Application. All such notices (including notice to terminate) shall be binding on You and You shall deem to have received such email upon dispatch by Mobitel of the email irrespective of whether You actually receive the email or not. All such email communication sent by Mobitel shall be accorded the same validity granted for paper transactions. You shall send all notices (including notice to terminate) under this Agreement only in the following manner and notices sent to Mobitel in any other form or manner other than that prescribed herein below shall be disregarded;

You shall send all notices (including notice for termination) by way of a written letter (and on a letterhead of the Company/proprietorship, if the Content Provider is a Company or proprietorship) signed by the Authorized Officer of the Content Provider and addressed to the Chief Executive Officer of Mobitel.

Mobitel shall be considered as having received such Letter only after Mobitel actually receives the Letter. "Authorized Officer" for the purpose of this clause 10.9 means the following persons:

- If the Content Provider is a Company – Director (s) of the Company who are authorized to send such notice,
- If the Content Provider is a sole proprietorship by the sole proprietor and
- If the Content Provider is a Partnership by the Partner (s) who are authorized to send such notice.

Notwithstanding anything to the contrary, Mobitel shall not be required to verify the authenticity of the Content Provider's notice or the authority of the signatories thereto.