

**As of 18 February 2007, these terms and conditions apply to all telecom services, except mobile services, provided by Emirates Integrated Telecommunications Company, PJSC (“du”).**

## **1. Defined Terms**

“**Account**” means any account of Customer with du for the provision of any Service.

“**Customer**” means any person or business partner who applies or subscribes for or uses any Service.

“**Agreement**” means a binding legal contract between du and Customer relating to the provision of any Service.

“**Customer Equipment**” means any equipment, devices or systems not supplied by du and provided or maintained by Customer including, but not limited to servers, PCs, printers, fire walls, routers, switches and PABX systems.

“**Equipment**” means any cables or equipment owned, operated, installed and/or hired out by du.

“**Fees**” mean any fees, charges and/or rentals charged by du in relation to the provision of a Service to Customer.

“**Terms**” means these terms and conditions.

“**Invoice**” means any invoice, bill or statement issued by du for any Fees stated therein as being due and payable to du in respect of any Service.

“**Minimum Period**” means the minimum period for provision of a Service being 30 days or such longer period as specified in these Terms.

“**Provider**” means any of the following providers of TV channels in the UAE: Arab Digital Distribution (ADD), Orbit Communications Company (Orbit), Gulf DTH FZ LLC (Showtime) and Asian Broadcasting (Star).

“**Service**” means any landline, broadband or TV service (including the supply, rental or installation of any Equipment) offered or provided by du.

“**Software**” means any computer program software or other similar materials installed or provided by or on behalf of du.

“**Telecom Equipment**” means any equipment including any network used for the provision of any Service.

## **2. Service Commencement and Minimum Period**

**2.1** These Terms come into effect and shall bind Customer upon signature and/or payment of any advance Fees or deposits required by du or upon notification by du in accordance with clause 11.

**2.2** Unless otherwise specified in these Terms, if Customer terminates a Service before the expiry of the Minimum Period du will not refund any Fees paid in advance and any Fees not paid up to the end of the Minimum Period shall be charged to the Account and shall be construed as a debt of Customer in favour of du.

## **3. Conditions of Use**

**3.1** Customer may not assign, sub-lease or otherwise transfer or attempt to assign sub-lease or otherwise transfer any Service (or any part of it) to any third party.

**3.2** Customer shall not use a Service:

**3.2.1** for any fraudulent or criminal activity;

**3.2.2** to knowingly send, receive, upload, download, use or reuse any material which is offensive, abusive, indecent, defamatory, obscene or otherwise in breach of any regulations enforced in du whether now or in the future;

**3.2.3** to infringe any intellectual property right;

**3.2.4** to cause annoyance or inconvenience to any third party; or

**3.2.5** to contravene any law enforced in the United Arab Emirates.

**3.3** Customer is responsible for the installation and maintenance of Customer’s internal network and any Customer Equipment.

**3.4** Customer may not remove, repatch or otherwise reposition Equipment installed in Customer’s premises without prior permission from du. Where Customer requests du to alter, modify or otherwise reposition any Equipment in Customer’s premises, Customer shall firstly ensure that the

premises are cleared from any fixtures or other Customer Equipment so as to facilitate the carrying out of any such work by du.

**3.5** du may assign this agreement to a third party at any time.

#### **4. Suspension and Termination**

**4.1**, du may suspend (for such period as du considers appropriate) or terminate any Service at any time by giving not less than 28 days notice of such suspension or termination to Customer.

**4.2** Customer may terminate any Service at any time, subject to the Minimum Period, by giving 7 days written notice to du of the required termination date

**4.3** du may suspend or terminate any Service immediately on the occurrence of any of the following events:

**4.3.1** any failure, interruption, disruption or congestion of any Telecom Equipment related to or affecting the Service;

**4.3.2** if, in the opinion of du Customer has used or attempted to use any Service, any Equipment, or any Telecom Equipment connected to the Service in contravention of these Terms;

**4.3.3** Customer has breached any other agreement with du;

**4.3.4** Customer fails to pay du any Fee by its due date which du has invoiced/requested payment for from Customer;

**4.3.5** any information provided or representation made by Customer to du is untrue, false, misleading or inaccurate; or

**4.3.6** any gift or consideration of any kind was offered or given by Customer to any officer, employee, agent or contractor of du as an inducement or reward in connection with the provision of any Service.

**4.4** In the event that any Service is suspended in accordance with clause 4.3 (except for suspension under clause 4.3.1) then an AED50 reconnection fee is payable by Customer when du reconnects the suspended Service following full payment of all outstanding Fees by Customer.

**4.5** In the event that any Service is terminated in accordance with clause 4.2 or 4.3 (except for termination under clause 4.3.1) then:

**4.5.1** Unless otherwise stated in these Terms, all monthly Fees due for the terminated Service will be pro rated for the month in which the Service is terminated and, with respect to terminations under clause 4.2 will be billed to Customer and, with respect to terminations under clause 4.3 (except for termination under 4.3.1) shall immediately become due and payable;

**4.5.2** Customer shall immediately return to du all Equipment used in relation to the terminated Service in good working condition and order, fair wear and tear only excepted; or du may charge Customer any cost incurred by du in repossessing, repairing or acquiring replacements for any Equipment which Customer has failed to return to du or is returned in a damaged or defective condition;

**4.5.3** du will only re-supply Service to Customer once Customer has reapplied for Service and all outstanding payments, connection Fees, deposits and advance Fees have been paid in full; and

**4.5.4** Customer's right to use all landline numbers, email addresses, mailboxes and public IP addresses allocated to Customer shall cease, and such numbers, addresses and identifiers may be reallocated to new Customers.

#### **5. Disclaimer and Limitation of Liability**

**5.1** Customer shall fully indemnify and hold harmless du at all times against all actions, claim proceedings, cost (including legal costs incurred by du in defending any such actions, claims or proceedings), liability, losses and damages whatsoever that may be brought or commenced against du by any person and/or which du may sustain, incur or suffer, as the case may be, arising out or in connection with or by reason of:

**5.1.1** the use or operation by Customer or any person in any way (whether with or without the authorisation and/or permission of Customer) of any Service or Software provided by du to Customer;

**5.1.2** any damage, disruption, interference with the provision or operation of any Equipment, Software or Telecom Equipment arising from the installation and/or use of any Equipment by Customer or any other person (whether with or without the authorisation and/or permission of Customer)

**5.1.3** any material howsoever published or circulated by Customer in the course of the use of any Service provided to Customer;

**5.1.4** any modification, alteration, loss of or damage to any Equipment, Software and Telecom Equipment howsoever caused or occurring at any time after delivery or provision by du to Customer or any person designated by Customer and before the same is returned to du .

**5.2** du will not be liable (whether for breach of contract or negligence) for any actions by du or anyone who works for du, except to the extent that such liability cannot be excluded under UAE law.

**5.3** du shall not be liable to Customer for any loss of business, revenue, profits or anticipated savings, data being lost or corrupted, or any indirect or consequential loss suffered by Customer.

**5.4** du shall not be liable to Customer (a) for the temporary non-availability of the internet, (b) loss, late receipt or non-readability of any message or communication, (c) any defects, malfunctions or delays in any way connected with the provision of content, or (d) in respect of any products or services Customer orders from third parties using the Services.

**5.5** Subject to the rest of this clause, any liability suffered by Customer and arising under or in connection with these Terms will be limited to AED20,000 per incident, subject to a total maximum of AED40,000 for any number of incidents within any 12 month period.

**5.6** If du cannot provide a Service for a reason which is outside du's control, then du cannot accept any responsibility for such lack of Service.

**5.7** This clause 5 will continue to apply even after this Agreement has ended.

## **6. Fees and Billing**

**6.1** Customer shall promptly pay du all Fees due or payable to du (including all sums stated in any Invoice due or payable to du in relation to any Account), without any set off, counterclaim deduction or withholding whatsoever.

**6.2** Customer shall be responsible for checking and verifying the accuracy of any Invoice and shall, within a period of 14 days of any Invoice, notify du in writing of any error, inaccuracy or discrepancy with respect to any amount, item, entry or matter stated therein. Upon expiry of 14 days from the date of any Invoice, Customer and du agree that the amount stated on that Invoice shall be accepted as the amount owing by Customer in relation to that Invoice. In the event of any query by Customer in relation to any Invoice, Customer shall promptly provide du with all the information and assistance reasonably requested to investigate and verify any assertion of Customer.

**6.3** Notwithstanding that Customer may have disputed the accuracy of any amount, item, entry or matter stated in the Invoice, Customer shall pay du the total amount shown or stated as due or payable to du on that Invoice within the period prescribed therein or in the absence of any such period, within 30 days after the date of that Invoice. Any overpayment by Customer with respect to any such amount, item, entry or matter stated in the Invoice shall be credited by du (without interest) to the relevant Account after du has completed its investigations and is satisfied as to the error or inaccuracy of that amount, item, entry or matter.

**6.4** It is Customer's responsibility to check for and obtain each Invoice, subject to du using reasonable efforts to deliver to Customer each Invoice or providing internet or other such electronic access to enable each Customer to obtain regularly an Invoice. Customer shall not delay, set off, counter claim, deduct or withhold any payment of any Fees because of Customer's failure to check for and obtain any Invoice.

## **7. Access to Premises**

Customer shall, whenever required by du, ensure that du's authorised personnel are permitted to enter any premises occupied or controlled by Customer at such time as may be specified by du and to remain on such premises for such period as may be required to carry out any inspection, repair or testing of any Equipment relevant to the provision of any Service and any inspection to check and verify the manner in which any Service is being utilized by Customer and the compliance by Customer with these Terms in the use of any Service.

## **8. Internet Domain Name**

This clause 8 shall apply if Customer requests du to obtain an internet domain name or names for that Customer (each a "Domain"):

**8.1** du shall register for and obtain on behalf of Customer, a Domain of Customer's choosing, in consideration of the Fees levied by du for obtaining a Domain. The Minimum Period for a Domain registration shall be 1 year. If Customer ceases to utilize a Domain for any reason prior to the expiry of 1 year, Customer remains liable to pay the Fees due until the completion of 1 year.

**8.2** The Fees shall be paid by Customer to du in such amounts and at such times as Customer and du agree in writing.

**8.3** Customer indemnifies and shall keep indemnified du against all actions, claims, proceedings, costs (including legal costs incurred by du in defending any such actions, claims or proceedings) liability, losses and damages whatsoever that may be brought or commenced against du by any person and/or which du may sustain, incur or suffer as the case may be arising out of or in connection with or by reason of any claim of cyber-squatting, passing off or analogous action in any jurisdiction on the basis of the Domain or on the basis of any content hosted on any internet site accessed through the Domain breaching any of the requirements set out in clause 3.2 of the Terms.

**8.4** Registration for a Domain shall be renewed automatically by du at the completion of the Minimum Period as set out in clause 8.1 above. Should Customer wish to terminate any Domain registration, Customer must inform du in writing at least 1 month prior to the expiry date of the Domain registration. Failure by Customer to terminate any Domain registration in accordance with this clause 8.4 will render Customer liable for all the following year's Fees in full.

## **9. Broadband Service**

This clause 9 shall apply if Customer obtains broadband Service(s):

**9.1** Other than is required by UAE law and regulations, all broadband services are provided by du on the basis of an open system where no filters, firewalls or blocked ports are implemented. Customer acknowledges and accepts that it is Customer's responsibility to protect Customer Equipment and Customer's IT systems against third party interference including, without limitation, virus infections, worm infections, Trojans, SPAM attacks, phishing attacks, email relay issues, denial of service and hacking attempts.

**9.2** du is not responsible for the content of any internet traffic accessed via the broadband Service and Customer indemnifies (in terms of clause 5) du against all actions, claims, proceedings, costs (including legal costs incurred by du in defending any such actions, claims, proceedings) liabilities, losses and damages whatsoever, whether direct, indirect or consequential, caused to any Customer Equipment or Customer's IT systems as a result of the use by that Customer of any broadband Service provided by du.

**9.3** Fees for enterprise Customer's broadband Services are charged by du on the basis of traffic volume as more particularly described in the IT and Telecommunication Services offer agreed and accepted between du and Customer. Customer acknowledges and accepts that the traffic volume may be increased by excessive downloading, browsing, FTPs, emails, uploads and network scanning and any other similar or analogous activities that generate broadband traffic. All traffic generated through Customer's use of broadband Service will be treated as genuine traffic and will incur the Fees payable. du will not entertain any negotiations or requests by Customer to reduce Fees payable for any broadband Service on the basis of that traffic volume generated by Customer was not intentionally generated by that Customer or that excess traffic volume was generated due to external causes outlined in clause 9.1 above.

**9.4** Customer shall only access broadband from the premises stated in the Agreement through the broadband Service provided by du and not by any other means.

## **10. TV Service**

This clause 10 shall apply if Customer obtains TV Service(s):

**10.1** TV Services are contracted to Customers for a Minimum Period of 12 months. In the event Customer terminates a TV Service, Customer will be billed for the Fees due for the Service for the entire month in which the Service is terminated. If Customer terminates their TV Service within the Minimum Period, Customer must pay a termination fee of AED500. Where Customer terminates in accordance with clause 11.1 no termination fee is payable.

**10.2** Customer may change their TV package at any time. However:

**10.2.1** A downgrade fee of AED199 is payable if Customer downgrades their existing package to a lower priced package with the same Provider.

**10.2.2** Customer must stay with their existing Provider for a minimum of 3 months before changing to another Provider (for example from Showtime to Orbit).

**10.2.3** The downgrade fee does not apply when changing Providers, however the AED500 termination fee is payable if Customer changes Providers within the minimum 3 month period specified in clause 10.2.2 above.

**10.4** All up-grades, downgrades, terminations and changes to TV packages will be implemented on the first day of the following month provided the request is received at least 7 days before the end of the month. If the request is received after this date it will be implemented in the second month following the month in which the request was received.

**10.5** du reserves the right at any time and in its sole discretion to change the channels available and/or to remove programs or parts of programs previously advertised as available.

**10.6** Customer may not rebroadcast, transmit, perform or charge admission to view or listen to any of the programming made available by the TV Service unless du authorises Customer to do so and Customer obtains all necessary public performance licenses.

**10.7** Customer must not allow any signal received as part of the TV Service to be duplicated, split or re-routed.

**10.8** If Customer receives a set-top-box under du's "lease to own option", ownership of the set-top-box will transfer to Customer on payment of the final payment installment which is 36 months from the first subscription payment. If Customer terminates the TV Service before paying the final installment the Customer must return the set-top-box to du. If Customer fails to return the set-top-box, Customer must make full payment of all out-standing set-top-box payments.

**10.9** If Customer receives a set-top-box under du's rental option, ownership of the set-top-box remains with du. If Customer terminates the TV Service, Customer must return the set-top-box to du.

## **11. Amendments**

11.1 du may make changes to its Services (including withdrawal of a Service) or to its prices and/or Terms at any time. du will give 28 days notice of any alteration to its prices (unless the change is either a reduction in price for a Service or a TV package price increase instigated by the Provider, in which case less notice may be given) and 14 days notice of any non-price related changes that will affect Customer. Your continued use of a Service after such notice period will automatically show your acceptance of the change. If you do not accept a change, you must contact us within the relevant notice period to terminate that Service.

11.2 We will treat you as having received notice regarding this Agreement if we mail/email/SMS you at the latest postal address/email/mobile number you gave to us or on the email address/phone number connected with your Service. We will also post all changes to our pricing and Terms on our website.

## **12. Disputes**

12.1 This Agreement is governed by the Federal laws of the United Arab Emirates and the laws of the Emirate of Dubai and any disputes shall be subject to the exclusive jurisdiction of the courts of Dubai.

12.2 If either party fails to exercise a right they may have under this Agreement, this does not prevent that party from taking further action.