

General Terms and Conditions for Consumer Services

Version 4, March 2009

These Terms and Conditions ("**Terms**") set out the way in which Emirates Integrated Telecommunications Company PJSC ("**du**") provide services to you. By signing an application form or accepting these Terms as part of an online or telephone ordering process, you make an agreement with us (the "**Agreement**") to provide you with services ("**Services**"). These Terms and any Service specific terms form part of the Agreement between us and govern our relationship. The Agreement, along with the information shown on your application form or in any relevant brochures, will apply to the Service that you order.

Services supplied and making changes

- 1.1. All Services ordered by you will be subject to this Agreement. If you take up a new service/product or a special offer, our Agreement will be varied to take account of any additional service terms and conditions which may apply. If you want to add or cancel Services then please contact us through one of the channels set out in your User Guide.
- 1.2. We may make changes to our Services (including withdrawal of a Service) or to our prices and Terms at any time. We will give you 28 days' notice of increases to our prices and 14 days' notice of any non-price related changes which will affect you. You accept such changes by continuing to use the Services after notice is given. If you do not accept a change you must contact us within 7 days to cancel the relevant Service.
- 1.3. We will consider you to have received our notices if we contact you at the postal address, email or SMS you have given us. We will also put all changes on our website www.du.ae.

2. Quality of Service

- 2.1. We aim to offer high-quality Services and, if any quality of service issues arise, we will take all reasonable steps to minimize interruptions to, interference with or reduced quality of the Services.
- 2.2. The quality of Service may sometimes be affected by factors outside our control. Given the nature of the Services we cannot guarantee that they will be available in all areas at all times, or will be free of faults that result in interruptions or interference to the Services. At times we may carry out maintenance to our network or rectify network break-downs which may cause interruption to our Services.
- 2.3. We reserve the right to block access to certain telephone numbers or content (including mobile, internet and broadcast content) for legal or regulatory reasons.

3. Paying for the Services

- 3.1. Charges will apply for the Services from the date we first provide them to you. You agree to pay the charges for all Services that you order, together with any one-off charges that may be applicable to your account, at the prices set out in the current Tariff Guide. A copy of the most recent Tariff Guide is available at www.du.ae. You are responsible for paying the charges for your Services unless a SIM card or other equipment has been reported to us as lost or stolen. Charges for your Services will appear on your next bill, however, sometimes there may be a time delay before certain charges appear.
- 3.2. If your Service receives a bill, we will send your bill (in the language you have chosen) to the billing address (mail/email/SMS) you have given us. You are responsible for settling your account on a monthly basis. If you do not receive your bill you can access your bill online at www.du.ae.
- 3.3. There are several payment methods available to you, these are set out in your User Guide and on our website. Some Services can be paid for using our Mobile Payments Service. We will follow the instructions you give us on the Mobile Payments form to debit amounts from your nominated bank account, debit card or credit card. You may be charged an additional charge if you pay for third party services using the Mobile Payments Service.
- 3.4. If you use more than one of our Services, any payment you make may be applied towards any outstanding amount for any Service and we may transfer any credit on one account to settle outstanding amounts overdue on another account.
- 3.5. If you do not pay all of the charges due by the due date shown on a bill, we may suspend the Services in respect of the whole account or any specific end-user, convert your account in respect of some or all of your Services from a Monthly Plan account to a Pay as you Go account, or end this Agreement. If you do not pay the charges due by the due date shown on a bill we may charge a late payment fee or instruct a debt-collection agency to collect the overdue payment together with any late payment or administration charge applicable (levied by us or the debt-collection agency).

4. Deposits and credit assessments

- 4.1. Some of our Services may require you to pay a deposit before you use them.
- 4.2. We will carry out a credit assessment based on the information you give us on your application form. This will be used to set any credit limits applicable to your account. You may be able to increase your credit limit by paying a deposit. If you wish to change your credit limit please contact Customer Care.
- 4.3. If you reach your credit limit in any month we may suspend your account until you make a payment to bring your account balance below your credit limit.
- 4.4. We may use your deposit against payment of your account if: (i) you have failed to pay an amount which is due to us and we have suspended the account; or (ii) you have failed to return our equipment after a Service has been cancelled or suspended.

5. Things you agree to do

- 5.1. You agree to (and will make sure any other users registered under your account ("**Other-users**") will):
 - a) pay all charges for the Services that you order and/or use;
 - b) follow our instructions in respect of each Service;
 - c) use the Services responsibly, and in compliance with the laws of the United Arab Emirates, and in particular that not use the Services to make offensive, indecent, menacing, nuisance or hoax calls, or send unsolicited SMS or spam or junk mail, commit fraud or any other criminal offence;
 - d) not resell the Service;
 - e) not use the Services in any way which breaches the intellectual property rights of any third party and if you do so then you agree to indemnify us against any loss or damage we suffer as a result of this;
 - f) supply further documentation and information that we may request in order to comply with our legal and regulatory obligations. Supplying false information regarding your identity may lead to termination of all Services and, in accordance with UAE law, may lead to fines, imprisonment or both; and
 - g) not connect any equipment to the du Network unless expressly approved by us.

6. Circumstances where we can suspend or terminate Service

- 6.1. We may, without incurring any liability, immediately suspend or terminate a Service at any time, without notice, in the event that:
 - a) we suspect that: (i) you are failing to comply with this Agreement; or (ii) unusual or fraudulent activity is occurring on the account. We will reinstate the Service as soon as we are satisfied that this is not the case;
 - b) you fail to pay charges due;
 - c) we are required to do so by any government, regulatory organization, emergency service or other competent authority;
 - d) you become bankrupt or enter into an arrangement with your creditors (or equivalent legal procedure in any other relevant jurisdiction), or we believe it is likely that you will do so shortly; or
 - e) there is a planned outage or we need to repair our Network as a result of any unplanned outage or any other reason beyond du's control.Following the suspension of a Service in accordance with paragraphs (b) or (d) above, we may, in addition, immediately terminate the Service.
- 6.2. Where we suspend a Service under this Clause 6, you will remain liable for all recurring and/or monthly charges applicable during the period of suspension.

7. Transferring this Agreement or adding Other-Users to the account

- 7.1. You may not transfer a Service without our prior consent. If you add Other-users to the account, you remain responsible for the account, including payment for the Services used by any Other-users, and ensuring that all Other-users use the Services in accordance with these Terms.
- 7.2. You agree that we may assign this Agreement to a third party for business reasons. If we do this we will notify you of the change in provider of the Services.

8. Ending a Service or this Agreement

- 8.1. If you want to end a Service please contact Customer Care. All Services must be taken for at least the minimum term ("**Fixed Term**") specified in your Agreement.

- 8.2. If you terminate any Service before the end of the Fixed Term you will be required to pay for that Service until the end of the Fixed Term and we will not refund any charges paid in advance for the Fixed Term. In addition, we may bill you our reasonable costs if we have to remove any equipment from your premises.
- 8.3. If you end all Services then this Agreement will automatically end and we may close your account. On closing your account any outstanding charges connected with your account will become immediately payable.
- 8.4. We can end this Agreement or any Service at any time, and we shall use our best endeavours to give you reasonable notice of the termination, but you agree that we are not required to give you this notice in all circumstances.
- 8.5. When this Agreement ends it is your responsibility to cancel any payment arrangements which have been set up.

9. Legal liability

- 9.1. We will not be liable (whether for breach of contract, negligence or any other liability arising under or in relation to the Agreement) for any actions by us or anyone who works for us, except to the extent that such liability cannot be excluded under UAE law.
- 9.2. Subject to the rest of this Clause 9, any liability which may arise will be limited to AED20,000 per incident and be capped to a maximum of AED40,000 for any number of incidents within any 12 month period.
- 9.3. We shall not be liable to you or any Other-users for any loss of business, revenue, profits or anticipated savings, data being lost or corrupted, or any indirect or consequential loss suffered by you or the Other-users.
- 9.4. We shall not be liable to you or the Other-users: (a) for the temporary non-availability of our network; (b) for loss, late receipt or non-readability of any message or communication; (c) for any defects, malfunctions or delays in any way connected with the provision of content; (d) in respect of any products or services you order from third parties using your Services; or (e) for failure to provide a Service for a reason outside of our control.
- 9.5. This Clause 9 will continue to apply to you even after this Agreement has ended.

10. Privacy, account details and passwords

- 10.1. We may monitor your use of the Services and record any calls made to Customer Care, for training, financial control, quality control and regulatory purposes.
- 10.2. All information you give us must be correct and complete. You must notify us if your account details, such as your postal address, change.
- 10.3. Your account details may be used to verify identity for access to various Services – you must keep them safe. Your passwords are confidential – you must keep them secret. We will grant access to your account when the passwords are given correctly. We will not be responsible for any loss you suffer as a result of not keeping your passwords secret.
- 10.4. We reserve the right to share your personal account information, call data and content of telecommunications traffic with third parties for credit checking, security, fraud prevention, identity verification purposes, or where we have been requested to make such information available to a government or law enforcement agency.
- 10.5. Where you have given us permission, we will share your personal account information with other companies who are our business partners. You may be contacted by mail, telephone, SMS, fax or email about any goods, services or promotions we think may be of interest to you. See our Privacy Policy at www.du.ae/privacypolicy for details of how we look after your confidential information. Please call Customer Care if you no longer wish to be contacted in this way.

11. If you want to make a complaint/dispute

- 11.1. If you have a complaint about the Services please contact Customer Care who will try and resolve any complaints quickly and amicably.
- 11.2. 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.
- 11.3. Failure by either of us to exercise any right under this Agreement will not prevent that party from taking further action.

12. Telephone numbers, domain names, email addresses

- 12.1. The Services may include use of a telephone number, domain name, email address or other unique identifier. You must comply with the requirements of any regulatory body which administers these addressing identifiers. These addressing identifiers are not your property and we reserve the right to recall them if we are required, or have good reason, to do so.
- 12.2. We will put your telephone numbers into a telephone directory and make it available from our Directory Enquiries Service unless you ask us not to. Please call Customer Care if you no longer wish to be included in this Service.

13. Content Services

- 13.1. Content is information, communications, images and sounds, software and any other electronically-stored material accessible, received or distributed through the Services.
- 13.2. You must not access any age-restricted content if you are below the specified age. If you are above the specified age, you must not show or send age-restricted content to anyone below the specified age.
- 13.3. We are not responsible for material or information contained in content that is accessible through the Services. We do not endorse any information or content accessible through the Services. You are solely responsible for determining the suitability of all accessed content.
- 13.4. We may establish size limits for transmission of emails and individual storage capacity for content on our network.
- 13.5. Content downloaded by you through the Services may be subject to copyright or other intellectual property rights, and is provided to you subject to those rights. Unless otherwise specified, you may not re-sell, re-distribute or relay any downloaded content. You may only copy or record such downloaded content for your own private and non-commercial use.
- 13.6. Any downloaded or saved content is done so at your risk and we accept no responsibility for corruption or loss, or for any damage to your equipment. We are not liable for any technical problems arising from, or connected to, use of the content or for any delay or non-transmission of content.
- 13.7. We may at our discretion, and without notice, deny access to, remove or modify any content that may be defamatory, offensive, indecent, objectionable or illegal or may have infringed any third party's intellectual property rights. If we store content for you we reserve the right to remove such content for legal or regulatory reasons.

14. Equipment and access to premises

- 14.1. Where we rent equipment to you it remains our property at all times and we may need to alter or replace it from time to time. Equipment made available as part of the Service must be returned to us when the Service ends otherwise we will charge you for non-return of the equipment. You must look after any equipment we rent to you.
- 14.2. If replacement of the equipment or maintenance is required as a result of:
 - a) misuse or neglect of, or accidental or wilful damage to, the equipment by you;
 - b) fault in, or any other problem associated with, your own equipment or any system that we do not cover; or
 - c) you failing to comply with the terms of this Agreement,then we will charge you at our current hourly rates for maintenance services and/or for any replacement of the equipment.
- 14.3. If the equipment needs replacing through no fault of your own and is within the warranty period then we will not charge you for its replacement. However, if the equipment is outside the warranty period then a charge may apply (please refer to the User Guide and price list).
- 14.4. You must allow us prompt and safe access to premises occupied or controlled by you following our reasonable request. We will require access in order to carry out installations, inspections, repairs or testing of any equipment used in the Services, and to inspect and check that your use of the Services complies with the terms of this Agreement.