

Terms of use

December 2018

This page gives you information about the legal terms and conditions (the terms) on which we (Emirates Integrated Telecommunications Company, PJSC, or 'du') offer any of the products (the products) listed on our website (www.du.ae) to you.

These terms will apply to any contract (agreement) for the sale of products to you. By ordering any of our products, you agree to keep to these terms and the other documents they refer to.

Please click on the button marked 'I accept' at the end of these terms if you accept them. You should print a copy of these terms or save them to your computer as you may need to read them again in the future.

These terms make up the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these terms.

These terms, and any agreement between us, are in English and Arabic.

1. Products

1.1 The images of the products on this site are for illustration purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer accurately displays the colour of the products. Your products may vary slightly from the images in these terms.

1.2 The packaging of the products may vary from that shown on images on this website.

1.3 Not all products shown on our website may be available. We will tell you if the product you have ordered is not available.

1.4 Items you buy in one single order will be shipped together.

2. How we use your personal information

2.1 We collect your personal information and will protect that information in line with the federal laws of the United Arab Emirates (UAE). You must give us correct and complete information, and tell us about any changes to the information you give us. We may share your account information and call and message records with other organisations for credit-checking, security and fraud-prevention purposes, to check your identity, or if we have to give your information to a government or law enforcement agency. We may also share your account information with our business partners, if you agree to this. We may contact you by post, phone, text message, fax or email about any goods, services or promotions we think may interest you. Please see our Privacy Policy at www.du.ae/privacypolicy or call customer care if you no longer want us to contact you in this way.

2.2 You must upload genuine documents online, as we will check these during the order delivery process.

3. How the contract is formed between you and us

3.1 You must be at least 18 to buy products from our website.

3.2 Our order process allows you to check and amend any mistakes before sending us your order. Please take the time to read and check your order on each page of the order process.

3.3 After you place an order, we will email you to acknowledge that we have received your order. However, please note that this does not mean we have accepted your order.

3.4 We will confirm that we have accepted your order by sending you an email to confirm we will dispatch the products within approximately two to four days (dispatch confirmation). The agreement between us will only be formed when we send you the dispatch confirmation.

3.5 If we are not able to supply you with a product, for example because that product is not in stock or is no longer available, or because of an error in the price shown on our website, we will email you to tell you about this within three working days, and we will not process your order. If you have already paid for the products, we will refund you the full amount within approximately seven working days.

3.6 If you do not use any handset or device voucher within 20 working days from its launch date or the period offer date, we will cancel your order and refund any payment you have made.

4. Our right to change these terms

4.1 We may make changes to these terms in the following circumstances.

- (a) We have changed the way we accept payments from you.
- (b) There have been changes in any laws and regulatory requirements that apply.
- (c) This is necessary because of changes to the process you must follow when buying a product from our online shop.

4.2 Every time you order products from us, the most up-to-date version of these terms at that time will apply to the agreement between you and us.

4.3 Please check our website for the most up-to-date terms.

5. Your right to a return and refund

5.1 If you paid for your order by credit card, you can cancel it until the products are activated (during the delivery). Depending on your bank's policy on refunds, we will refund your payment within approximately seven working days. To cancel an order, please email us at eshop@du.ae or contact us on www.du.ae/personal/helpandsupport/contact-us. You may want to keep a copy of your cancellation email for your own records. If you cancel an order by email, your cancellation is effective from the date you sent us the email. If you call us to cancel an order, your cancellation is effective from the date you phone us.

5.2 If you want return the products to us because they are faulty or damaged, you must report the fault to us (and tell us that you want to return the products) by emailing us at eshop@du.ae within seven days of receiving the products, and we will find an appropriate way to deal with the problem.

The manufacturer's warranty starts seven days after you receive the products. However, these terms do not apply for the NFC Nol SIM cards.

5.3 If we have delivered the products to you, by law you must take reasonable care of them while they are in your possession.

6. Delivery

6.1 You will receive your order by the estimated delivery date set out in the dispatch confirmation. If we are not able to meet the estimated delivery date because of circumstances outside our control, we will contact you with a new estimated delivery date.

6.2 If no-one is available at your address to take delivery of your order, we will leave you a note telling you that the products have been returned to us. The courier may try again to deliver the order within two days. If you are still not able to receive the products when the courier tries again to deliver them, please contact us to rearrange the delivery.

6.3 The products will be your responsibility after they are delivered to you.

6.4 You own the products once we have received payment for them in full, including all delivery charges that apply.

7. No international delivery

7.1 We do not deliver to addresses outside the UAE. You can order our products if you are outside the UAE, but your order must be delivered to an address in the UAE.

8. Price of products and delivery charges

8.1 The prices of the products will be as shown on our website. We take all reasonable care to make sure that the prices of products are correct. However, if we discover an error in the price of any product (or products) you have ordered, clause 8.4 will apply.

8.2 Prices for our products may change from time to time, but price changes will not affect any order we have already confirmed by sending you a dispatch confirmation.

8.3 The price of a product does not include delivery charges. Our delivery charges are as shown on our website.

8.4 There are many products on our website and it is possible that, despite our best efforts, some of the prices on our website may not be correct. We will normally check prices and information as part of our dispatch procedures. If we find a mistake, the following will apply.

(a) If the product's correct price is less than the price shown on our website, we will charge the lower amount when sending the products to you. However, if the pricing error is obvious, and you could have reasonably recognised it as a mistake, we do not have to provide the products to you at the incorrect (lower) price.

(b) If the product's correct price is higher than the price shown on our website, we will contact you as soon as possible to tell you about the mistake, and will give you the option of continuing to buy the product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are not able to contact you using the contact details you provided during the order process, we will treat the order as cancelled and tell you in writing that we have done this.

9. How to pay

9.1 You can only pay for products using a credit card or other payment method we authorise. You can also pay for the products (by cash or by debit card or credit card) at the time of delivery.

9.2 You must pay for the products and all delivery charges when you place your order, unless you have chosen to pay by cash or card at the time of delivery.

10. Manufacturer's guarantee

10.1 Some of the products we sell come with a manufacturer's guarantee. Please see the manufacturer's guarantee (if your product has one) for details of any terms and conditions that apply to the guarantee.

11. Our liability

11.1 We only supply the products for your private use, and you agree not to sell them on.

11.2 Nothing in these terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud.

11.3 Unless clause 11.2 applies, we will not, under any circumstances, be liable to you for the following in connection with the agreement.

- (a) Any loss of profits, sales, business or revenue
- (b) Loss or corruption of data, information or software
- (c) Loss of business opportunity
- (d) Loss of anticipated savings
- (e) Loss of goodwill
- (f) Any indirect loss

11.4 Our total liability to you for all other losses arising under or in connection with the agreement, whether in contract or following a wrongful act (including us being negligent or breaking your legal rights), will not be more than the price of the product you ordered. (But see also clauses 11.2 and 11.3.)

11.5 Unless we tell you otherwise in these terms, we do not give any representation, warranties or guarantees relating to the products. If any representation, condition or warranty might be implied or included in these terms because of any law that applies (or for any other reason), we will exclude this as far as we are allowed to by law. In particular, we will not be responsible for making sure that the products are suitable for your purposes.

12. Your complaints

12.1 If you need to make a complaint about our products or services, you can do this by emailing us at eshop@du.ae, by calling 155 from your du mobile phone, or by calling 800 155 from any other phone within the UAE.

12.2 We will acknowledge your complaint within three working days.

12.3 We will do our best to deal with your complaint within 30 business days, and will let you know if it will take longer than this. We will tell you the outcome of your complaint and offer appropriate solutions.

13. Circumstances outside our control

13.1 We will not be responsible for any failure to carry out, or delay in carrying out, any of our obligations under an agreement if this is caused by circumstances outside our control.

13.2 Circumstances outside our control means any act or event outside our reasonable control, which we could not have avoided and which prevents us from carrying out any of our obligations under or resulting from these terms, including war (whether declared or not) or threat or preparation for war, riot, disaster, terrorist attack or threat of terrorist attack, sabotage, lockout or strike, the death of a member of a royal family of the United Arab Emirates, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, any network failure, failure of the telecommunications networks, it being impossible to use shipping, aircraft, motor transport or other means of public or private transport, or any law or regulation which has a significant effect on our ability to operate the website.

13.3 If circumstances outside our control affect our ability to carry out our obligations under an agreement:

(a) we will contact you as soon as reasonably possible to tell you about this; and

(b) our obligations under the agreement will be suspended and the time allowed for carrying out those obligations will be extended until the circumstances outside our control have ended. (For example, if we are unable to deliver the products to you on time because of circumstances outside our control, we will arrange a new delivery date with you after the relevant circumstances have ended.)

14. Disputes and governing laws

14.1 These terms and any claims or disputes arising out of or in connection with them are governed by the federal laws of the UAE and the laws of Emirate of Dubai. However, you and we both agree that any disputes do not have to be dealt with by the courts of Dubai.

15. General

15.1 We may transfer our rights and obligations under an agreement to another organisation, but this will not affect your rights or our obligations under these terms.

15.2 You can only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you have bought a product as a gift, you can transfer the benefit of the manufacturer's guarantee in clause 10 to the person receiving the gift, without needing to ask us for permission.

15.3 This contract is between you and us. No other person has any rights to enforce any of its terms.



15.4 Each of the paragraphs of these terms applies separately. If any court or relevant authority decides that any clause in these terms is illegal or cannot be enforced, this will not affect the other clauses.

15.5 If we do not insist that you carry out any of your obligations under these terms, or if we do not enforce (or delay in enforcing) any of our rights against you, that will not mean that we have given up our rights against you, and you will still have to keep to your obligations under these terms. If you fail to meet your obligations under these terms and we decide not to enforce our rights, we will only do this in writing, and doing so will not mean that we will not enforce our rights if you fail to meet your obligations in the future.

For enquiries about online transactions:

Email us at eshop@du.ae.

For information about the products we offer:

Visit our website at www.du.ae.

For general enquiries about offers and promotions:

Call 155 from your du mobile phone or 800 155 from any other phone in the UAE.