

Application form – du Home

for office use only

*du point of sale	*Sales advisor ID	Customer no.
<input type="text"/>	<input type="text"/>	<input type="text"/>

Customer information

*Title	*First name	Middle name	*Family name
*ID type: <input type="checkbox"/> National ID <input type="checkbox"/> Passport	*ID/Passport no. <input type="text"/>		*Visa type <input type="text"/>
	*Nationality <input type="text"/>		*Visa number <input type="text"/>
*Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	*Date of birth <input type="text"/> / <input type="text"/> / <input type="text"/>		*ID/Passport expiry date <input type="text"/> / <input type="text"/> / <input type="text"/>
*Email: <input type="text"/>		*Mobile no. 0 <input type="text"/>	
For customers with an existing home services connection <input type="checkbox"/> du <input type="checkbox"/> Etisalat		<input type="checkbox"/> Existing du postpaid customer	
My account no. <input type="text"/>		or Landline no. 0 <input type="text"/>	

Documents required

- ☐ *Valid ID (UAE National ID or Passport and Visa) ☐ Current tenancy/ownership contract (showing physical address)
- ☐ Utility bill (dated within the last 3 months)

If you are an existing Etisalat customer bring along a copy of your last Etisalat bill.

Installation address

*Bldg/Villa <input type="text"/>	*Street <input type="text"/>	*Unit no. <input type="text"/> Plot no. <input type="text"/>
*P.O.Box <input type="text"/>	*City <input type="text"/>	*Emirate <input type="text"/>

Billing information (required if different from home address)

Bldg/Villa <input type="text"/>	Street <input type="text"/>	Unit no. <input type="text"/>
*P.O.Box <input type="text"/>	City <input type="text"/>	*Emirate <input type="text"/>
Autopayment by credit card: <input type="checkbox"/> Yes <input type="checkbox"/> No	Bill delivery: <input type="checkbox"/> Email only <input type="checkbox"/> Mail and email	*Bill/Correspondence language: <input type="checkbox"/> English <input type="checkbox"/> Arabic

Plan selection

1. Services Bundles (including a device for new customers)

☐ du Home

Plan	Price	Your default TV Package	Add one preferred TV Package
Starter	AED 379	<input checked="" type="checkbox"/> OSN Entertainment GetStarted	
Basic	AED 459	<input checked="" type="checkbox"/> OSN Entertainment GetStarted	<input type="checkbox"/> Ultimate Entertainment <input type="checkbox"/> Movies <input type="checkbox"/> Pehla Variety <input type="checkbox"/> Abu Dhabi Sports
Advanced	AED 579	<input checked="" type="checkbox"/> OSN Entertainment GetStarted + beIN	<input type="checkbox"/> Ultimate Entertainment <input type="checkbox"/> Movies + Ultimate Movies <input type="checkbox"/> Pehla Prime <input type="checkbox"/> Ultimate Sports <input type="checkbox"/> Pinoy
Ultimate	AED 999	<input checked="" type="checkbox"/> OSN Ultimate Entertainment + beIN	<input type="checkbox"/> Movies + Ultimate Movies <input type="checkbox"/> Pehla Prime <input type="checkbox"/> Ultimate Sports <input type="checkbox"/> Pinoy
Premium	AED 3,999	<input checked="" type="checkbox"/> OSN Ultimate Entertainment + beIN	<input type="checkbox"/> Movies + Ultimate Movies + Ultimate Sports + Abu Dhabi Sports <input type="checkbox"/> Movies + Ultimate Movies + Pehla Variety + Abu Dhabi Sports <input type="checkbox"/> Movies + Pinoy + Abu Dhabi Sports

Note: Ultimate Entertainment includes Entertainment GetStarted and Ultimate Movies includes OSN Movies.
5% VAT will apply to all prices mentioned above.

☐ du Home Light:

Plan	Price	Choose one TV Package		
Starter	AED 299	<input checked="" type="checkbox"/> WAVO Entertainment		
Basic	AED 349	<input checked="" type="checkbox"/> WAVO Entertainment		
Advanced	AED 399	<input type="checkbox"/> WAVO Entertainment	<input type="checkbox"/> WAVO Movies	<input type="checkbox"/> WAVO Sports
Ultimate	AED 699	<input type="checkbox"/> WAVO Entertainment	<input type="checkbox"/> WAVO Movies	<input type="checkbox"/> WAVO Sports

5% VAT will apply to all prices mentioned above.

2. Landline

☐ I would like ____ additional landlines ☐ I would like to activate/deactivate my existing landline

1 Fils per second	One time charge AED 0	Monthly AED 30	<input type="checkbox"/> Activate	<input type="checkbox"/> Deactivate
Advanced voice features	One time charge AED 50	Monthly AED 20	<input type="checkbox"/> Activate	<input type="checkbox"/> Deactivate

3. TV packages

Decoder type	OSN packages	ADD packages	beIN packages	Other packages
<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div> du TV +	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>
<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div> du TV	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>	<div><div>123</div><div><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/></div></div>
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- Free View is automatically activated once you subscribe to du TV+.
- du TV only applicable for second subscription.

4. Home Devices (24 months installment)

☐ Apple TV 32 GB – AED 25 per month ☐ Apple TV 64 GB – AED 34 per month ☐ Xbox Bundle – AED 76 per month

Special Notes

Signature

I have been informed on the below ☐

- 1 The minimum term of the contract for the offer on du Home with a device offer is 24 months, du Home Light with a device is 12 months and standalone service is 3 months. Early exit fee will apply in case of early cancellation.
- 2 Standard installation time for my order will be up to _____ working days. If my home does not have fiber fully connected, installation may be delayed.
- 3 The minimum term of the contract for the (_____) offer is (_____) months. Early foreclosure fee will apply in case of early termination.
- 4 An installation fee of AED 200 will appear on my first bill.
- 5 A home services deposit of AED 200 will appear on my first bill and it will be waived if I register for auto payment via credit card.
- 6 A TV box deposit of AED 150 for each du TV box will appear on my first bill (for du Home customers only).

I have received the Welcome Pack with a data sim with preloaded data.

Please note, the broadband speed you request may not be available at your premises for technical reasons. If this is the case, we will change your order to the closest speed and tariff according to the price list. This speed will be lower than originally requested.

Sometimes we have special promotions or new du products that we think you will find interesting. If you would like to be kept informed, please tick here: ☐

If you want your phone number to be published in the du telephone directory and made available through our directory enquiry service, please tick here: ☐

*Signature _____

*Date _____ / _____ / _____
DD MM YYYY

STANDARD AGREEMENT FOR CONSUMER SERVICES (OCTOBER 2017)

YOU AGREE AS FOLLOWS

1. Definitions and Interpretation

- 1.1 In this Agreement, the following definitions apply:
- Acceptable Use of Service Policy** means the du policy that governs Your use of the Service available at <http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy>.
- Application Form** means a du provided form signed by You to order our Services.
- Content** means digitally stored and transmitted material, including text, pictures, images, audio, video, games, graphics, software or services incorporating any of these things.
- Customer Care** means du's customer care telephone service available to You.
- Downgrade** means any modification to the Service which reduces the capacity, use or utility of that Service.
- du Equipment** has the meaning set out at clause 9.1.
- Early Termination Charge** means the charge payable for cancellation of a Service after the Service Commencement Date but before expiry of the Minimum Term.
- Equipment** means the equipment supplied by or on behalf of du to You.
- Force Majeure** means (each individually) an act of god, insurrection or civil disorder, war or military operations, national or local emergency, cable cuts, terrorist acts, industrial disputes or action including lock-out, partial or total strikes or other labour unrest (save where such industrial disputes or action solely affect the claiming party), epidemic, blockage of means of transport or of supplies, earthquake, fire, storm, lightning, explosion, flood, water damage, land subsidence, weather of exceptional severity, unavailability or restricted supply of gas or electricity, acts or omissions of persons for whom neither party is responsible including any third party telecommunications operator, acts or omissions of or restrictions imposed by any regulator or government agency (except to the extent such government or regulatory actions, omissions or restrictions take place or are imposed because the claiming party has breached an applicable law), compliance with a statutory obligation, or any other cause outside a party's control.
- General Terms** means the terms and conditions set out in this document comprising clauses 1 to 21.
- Installation Charge or NRC** (non-recurring charge) means the one-off Charge payable by You to du for installation of the Service and for the commissioning and configuration of the Service.
- Minimum Term** means the minimum period of connection for a particular Service as specified in the Application Form.
- Monthly Charge or Monthly Recurring Charge (MRC)** means the monthly recurring Charge payable by You to du for provision of a Service.
- Network** means the communications network used by du.
- Other Users** means any other users registered under Your account.
- Personal Information** means any personal data relating to You and includes, but is not limited to, Your name, address, bank account details, ID details (passport or Emirates ID), credit card details, service usage details, call records, message records and any information derived from Your use of the Services, account status, payment history and credit rating.
- Service(s)** means a service to be provided by du to You as specified in the Application Form and as further described in the relevant Service Schedule.
- Service Commencement Date** means the date that the Service is activated and available for use by You.
- Service Schedule** means each Schedule setting out the specific terms and conditions relating to the Service being provided by du to You.
- Standard Agreement or Agreement** means this Agreement comprising the following documents:
- 1.1.1 the General Terms;
- 1.1.2 each Service Schedule; and
- 1.1.3 the Application Form.
- Tariff Guide** means the tariff guide(s) on the du website (du.ae) specifying standard pricing for particular Services.
- TRA** means the Telecommunications Regulatory Authority of the United Arab Emirates.
- UAE** means the United Arab Emirates.
- Unallowed Traffic** means a flow of calls for any particular Service which du believes is: (i) disproportionate to the flow or volume of calls which du expects from good faith commercial practice and usage of the network; or (ii) disproportionate to Your previous call profiles (in any given month) with du.
- Usage Charge** means a charge which applies to a Service based on usage (eg, call charges).
- VAT** means value added tax or any like tax imposed in any jurisdiction from time to time.
- Working Day** means a day that is not a Friday, Saturday or public holiday in the United Arab Emirates.
- You(r)** means the person listed as the customer on the Application Form.

2. Duration

- 2.1 **Start date.** This Agreement shall start on the date that the Service you order is activated.
- 2.2 **Term.** Unless terminated earlier, the Agreement shall continue after the Minimum Term until ended in accordance with its terms.

3. Ordering Process

- 3.1 **Ordering.** To order a Service, You must complete an Application Form and submit it to du. You warrant the accuracy of Your details contained in the Application Form.
- 3.2 **Acceptance.** du may accept, reject or request further information about an Application Form. du will accept an Application Form by provisioning the Service.

4. Service Provisioning

- 4.1 **Services.** du shall provide all Services with reasonable skill and care but does not guarantee to provide complete or uninterrupted access to the Services.
- 4.2 **Security of communications.** Subject to all applicable laws and regulations, du shall exercise all reasonable efforts to ensure the security of Your communications. However, for reasons beyond du's control, it does not promise or guarantee that communications will be completely secure.
- 4.3 **Your Responsibilities.** If You fail to comply with any of Your responsibilities under this Agreement then du will not be liable for any delay or failure to provide the Services.
- 4.4 **Access to Your home for home Services.** You must provide access to Your home to enable du to deliver, install and provide home Services to You.
- 4.5 **Provision of information and documents.**
- 4.5.1 **Your information.** You shall provide all information and complete all documentation (including in relation to identification, legitimization and billing details) which is required by du or the TRA to perform this Agreement.
- 4.5.2 **Change of Personal Information.** You must ensure that the Personal Information provided to du is accurate and kept up to date. You must immediately notify du of any changes to Your Personal information. If the Personal Information is not kept up to date (eg, passport expiry dates, du may be required to terminate the Service).
- 4.6 **Telephone numbers and unique identifiers.** The Services may include use of a telephone number, domain name, email address or other unique identifiers. You must comply with the requirements of any regulatory body which administers these identifiers. These identifiers are not Your property and du may recall them if it is required, or has good reason, to do so.

5. Migration of Services from Previous Service Provider

- 5.1 **Migration of number/ Services:** If You are eligible to:
- 5.1.1 transfer a home Service; or
- 5.1.2 move Your existing mobile number (ie, mobile number portability);
- from Your previous service provider (**Previous Provider**) to du, You remain liable to the Previous Provider for all outstanding charges in relation to those services.
- 5.2 **Non-payment to Previous Provider:** If You fail to pay any outstanding charges (including any Early Termination Charges) to the Previous Provider, du may suspend and/or terminate the Services if payment is not made by the time specified. du shall notify You prior to such suspension and/or termination.

6. Use of Service

- 6.1 **Compliance with terms.** You will only use the Services and Equipment in accordance with applicable law, the terms of this Agreement and any other reasonable instructions or conditions notified to You by du.
- 6.2 **Restrictions on the use of the Services and Equipment.** You shall ensure that the Services or Equipment are not used:
- 6.2.1 other than in accordance with du's "Acceptable Use of Service Policy";
- 6.2.2 for the transmission of illegal or offensive material;
- 6.2.3 for the transmission of material that contains software viruses or any other disabling or damaging programs;
- 6.2.4 in any way which impairs or damages the Network or the provision of the Services;
- 6.2.5 except where previously approved by du in this Agreement:
- 6.2.5.1 in a way which uses automated means to make calls using the Network;
- 6.2.5.2 to make a computer permanently accessible as a server;
- 6.2.5.3 for setting up connections where the caller receives payments from third parties, based on the call or the duration of the connection (eg, connections to advertising hotlines);
- 6.2.5.4 for automated machine-to-machine data exchange;
- 6.2.5.5 fraudulently or illegally or in violation of this Agreement.
- 6.3 **No reselling.** You shall not resell, distribute or provide the Services or Equipment to any third party
- 6.4 **Accessing the internet.** Where use of a Service includes access to the internet, other data networks, websites, resources, software or Content You shall be responsible for all charges which result from such access and such access shall be at Your own risk. du shall not be responsible for such Content unless du is the Content provider in which event different terms and conditions will apply.
- 6.5 **Responsibility for Other Users.** If You allow Other Users to use Equipment and Services provided under this Agreement, You will remain responsible for all obligations relating to the Equipment and Services, including payment obligations.

7. Service Modifications

- 7.1 **Your requested modification.** You may request a modification (which does not include suspension or cancellation) to the Service at any time by giving 30 days' written notice to du. du may agree, in its absolute discretion, to make that modification. If Your requested modification:
- 7.1.1 is a Downgrade, You must pay a Downgrade Charge; and
- 7.1.2 is not a Downgrade, You must pay the charges for making the modification (if any) notified to You by du at the time.
- 7.2 **du modification.** du may make changes to the Services or Equipment or any part including enhancements, modifications or replacements, provided that such changes do not adversely affect Your use of the Services or Equipment.

8. Fault Reporting

- 8.1 **Reporting faults.** to report a fault, please telephone Customer Care. Customer Care is available 24 hours a day, 7 days a week.

9. Equipment

- 9.1 **Delivery of Equipment.** If Equipment is required for the Service, du shall deliver Equipment to the delivery address set out in the Application Form.
- 9.2 **du owned Equipment.** du may provide or lease Equipment to You, in connection with the Service (**du Equipment**). You hold the du Equipment as bailee for du. You must keep the du Equipment free from any charge, lien, mortgage or encumbrance. Title in du Equipment remains with du. Unless otherwise agreed with du, du Equipment made available to You must be returned to du when the Service ends otherwise du may charge You for non-return of the du Equipment. You are responsible for any damage to, or destruction or theft of, the du Equipment, except to the extent it is caused by du.
- 9.3 **Title.** For Equipment that is sold to You (including "lease to own"), title transfers upon receipt by du of full payment for the Equipment in cleared funds.
- 9.4 **Risk.** Risk in the Equipment shall pass to You upon delivery.
- 9.5 **Use of du Equipment.** Unless otherwise agreed, for du Equipment located at Your home, You must:
- 9.5.1 allow du's Personnel, and only du's Personnel, to service, modify, repair or replace the du Equipment; and
- 9.5.2 use the du Equipment in accordance with all reasonable instructions (written and/or verbal) notified by du or, in the absence of such instructions, to the same standard as if the equipment were Your property;
- 9.5.3 not interfere with the du Equipment, unless du has given its written consent;
- 9.5.4 keep the du Equipment at Your home safe; and
- 9.5.5 not to do anything which is likely to damage the equipment or impair its performance or operation.
- 9.6 **Replacement.** If the du Equipment needs replacing through no fault of Your own and is within the warranty period then du will not charge for its replacement. If the Equipment is outside the warranty period then a charge may apply.

10. Suspension of Services

- 10.1 **Material breach.** If You do not comply with this Agreement, du may suspend the Services and any Equipment from using the Network.
- 10.1.1 Such suspension will be without notice if this is required by law, on instructions from any governmental authority or where there is a breach of clause 6.1 (Compliance with Terms), clause 6.2 (Restrictions on Use of the Services and Equipment) or clause 6.3 (No Reselling).
- 10.1.2 Suspension in the event of failure to pay will be as set out in clause 11.3.1 (Suspend the provision of Services/ Equipment).
- 10.1.3 Except as set out in clauses 10.1.1, 10.1.1 and 10.2, in all other circumstances, prior to such suspension du will first provide 30 days' notice to You.
- 10.2 **Maintenance.** From time to time du will need to carry out maintenance, modification and testing of the Network, during which time du may suspend the Services. du may also suspend the Services if there is a technical failure of the Network, to safeguard the security and integrity of the Network or if required by law, du shall keep all suspensions to a minimum.
- 10.3 **Fraud and illegal usage.** du can without notice to You suspend or restrict the use of any of the Services (other than emergency services) by You and take any other necessary steps to avoid repetition if:
- 10.3.1 du believes that any number, SIM, Equipment or Services are being used in an illegal or fraudulent way (including under clause 6.2); or
- 10.3.2 where du identifies what it reasonably determines to be Unallowed Traffic.
- 10.4 **Effect of Suspension.** If the Services are suspended due to Your acts or omissions, You must pay to du all reasonable costs and expenses incurred by du in the implementation of such suspension or the recommencement of the suspended Services and all charges for the Services during any such period of suspension.

11. Charges and Payment

- 11.1 **Invoice.** du shall issue a monthly invoice to You and you shall pay by the due date on the invoice.
- 11.2 **Payment following Invoice Disputes.**
- 11.3 **What du may do if You do not pay on time.** Where You do not pay the charges by the due date, du shall be entitled to do the following:
- 11.3.1 **Late payment fee.** a late payment fee may be charged on any unpaid amount from the payment due date until payment is made by You in full;
- 11.3.2 **Suspend the provision of the Services/Equipment.** du may suspend any further deliveries of any Equipment or the provision of any Services until du has been paid in full; and
- 11.3.3 **Withhold any sums owing.** du may withhold any sums currently owing to You by du by way of credit note or rebate and offset such sums against the sums owing.
- 11.4 **Price changes.** du may change the charges provided that it gives You at least thirty (30) days prior notice. If You do not accept the new charges, You may terminate the Service without any terminating liability to du provided that You terminate the Service before the increased charges come into effect (ie, within the 30 day notice period).
- 11.5 **Cancellation Charge.** If You wish to cancel a Service after acceptance by du but before the Service Commencement Date, du may charge You a Cancellation Charge.
- 11.6 **Early Termination Charge.** If You wish to terminate the Service before the expiry of the Minimum Term, an Early Termination Charge will apply as specified in the relevant Application Form or applicable Tariff Guide.
- 11.7 **VAT.** As regards VAT, this clause 11.7 shall apply:
- 11.7.1 All amounts stated in this Agreement are exclusive of VAT properly chargeable.
- 11.7.2 Where du makes a taxable supply or deemed supply of goods or services to You, the charges, payment or other consideration for that supply shall be exclusive of all VAT properly chargeable and You shall pay the VAT in addition to the charges, payment or other consideration on the earlier of: (a) when the charges, payment or other consideration is made; or (b) when the supply is made.
- 11.7.3 Where You pay, repay or reimburse the costs, fees, charges or expenses of du, You shall also reimburse du for any part of such cost, fee, charge or expense (or proportion of it) which represents VAT, except where du is entitled to credit or repayment in respect of such VAT from a tax authority.
- 11.7.4 Where the consideration for any taxable supply of goods or services is subsequently adjusted (including on termination), You and du will make all appropriate adjustments to the VAT, including the repayment of VAT and the further payment of VAT.

12. Deposits and Credit Assessments

- 12.1 **Deposit.** Some Services may require You to pay a deposit. du may use any deposit against payment of Your account (or any other account You have with du) if:
- 12.1.1 You have failed to pay a due amount and du has suspended the account; or
- 12.1.2 You have failed to return equipment after a Service has been cancelled or suspended.
- 12.2 **Credit Assessment.** du may carry out a credit assessment based on the information You give du. This will be used to set your credit limits. The Customer may be able to increase its credit limit by paying, or increasing, a deposit.
- 12.3 **Credit limit.** Once the Customer has reached its credit limit in any month, du may suspend the Customer's account until the Customer makes a payment to bring the Customer's balance below the Customer's credit limit but this may not happen in all situations (eg, roaming). You are responsible for all Charges incurred on Your account even if those Charges are above the credit limit.

13. Liability

- 13.1 du is not liable to you (whether for breach of contract, negligence or any other liability arising under or in relation to the Agreement) except to the extent that such liability cannot be excluded under UAE law.
- 13.2 Subject to this clause 13, any liability will be limited to AED20,000 per incident and up to a maximum of AED40,000 for any number of incidents within a 12 month period.
- 13.3 du is not liable to you or Other Users for any loss of business, revenue, profits or anticipated savings, lost or corrupted data, or any indirect or consequential loss.
- 13.4 du not liable to you or Other Users: (a) for the temporary non-availability of our network; (b) for loss, late receipt or non-readability of any communication; (c) for any defects, malfunctions or delays in any way related to the provision of content; (d) for any products or services you order from third parties using the Services; or (e) for failures to provide a Service if it is outside of our control.
- 13.5 This clause 13 continues to apply after this Agreement has ended.

14. Termination

- 14.1 **Ending a Service by Notice.** You may end a particular Service on 30 days written notice to du, provided that:
- 14.1.1 any Service ends on or after the expiry of the relevant Minimum Term; and
- 14.1.2 any applicable Early Termination Charge or outstanding payment to us is paid.
- 14.2 **Court order not required.** The parties acknowledge and agree that a Court order will not be required to give effect to any termination of this Agreement.

15. Consequences of Termination

- 15.1 **Stop Using.** On termination of a Service, You shall stop using the Services and Equipment and immediately pay all outstanding charges and any applicable Early Termination Charge
- 15.2 **Access.** Where permitted by applicable law, du may after giving reasonable notice recover such du Equipment and You will not sell or transfer possession of the du Equipment to any third party.
- 15.3 **Early Termination Charge.** If You request the ending of any Service which has not fulfilled a Minimum Term, You shall pay any applicable Early Termination Charge.

16. Data Protection

- 16.1 **Applicable Privacy law.** du will comply with applicable privacy law.
- 16.2 **Personal Information.** du must take all reasonable and appropriate measures to prevent the unauthorized disclosure or use of Personal Information. du may disclose Personal Information if such disclosure is:
- 16.2.1 permitted by any applicable law or regulation;
- 16.2.2 expressly permitted by You;
- 16.2.3 made in the course of du making a credit check with a reputable credit reporting agency;
- 16.2.4 made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity;
- 16.2.5 made in response to a lawful request from any competent authority in relation to matters involving the public interest and/or matters of state security;
- 16.2.6 made to the TRA in accordance with applicable regulations;
- 16.2.7 to an Affiliate, sub-contractor or other third party who is directly involved in the supply of the Service provided that du requires such third parties to take all reasonable and appropriate measures to protect the confidentiality and security of the Personal Information and to use it only as required for the purposes of providing the Service.
- 16.3 **Passwords.** Your account details may be used to verify identity for access to various Services. These details must be kept safe. du will grant access to Your account when the passwords are given correctly. du will not be responsible for any loss to You, or the Other User(s), as a result of failure to maintain password security.
- 16.4 **Monitoring.** du may monitor Your use of the Services and record calls made to Customer Care, for training, financial control, quality control and regulatory or legal purposes.

17. Changing the Terms

- 17.1 **Amendments required by law.** du may vary the Agreement at any time by giving written notice to You when such variations are necessary to comply with applicable law, regulation or notices issued by the TRA.
- 17.2 **Amendments by du.** du may vary the Agreement at any time and if the amendment is a price increase, or has the effect of a price increase, du shall provide at least 30 days' notice to the You of such change. You may terminate the Service (without being liable for any Early Termination Charges) if the Service is terminated prior to the changes coming into effect (ie, within the 30 day notice period). du's latest up to date version of this Agreement (with any amendments) shall be available on du's website at www.du.ae/en/terms-and-conditions

18. Governing Law and Jurisdiction

- 18.1 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 (subject to clause 18.2) be subject to the exclusive jurisdiction of the courts of Dubai.
- 18.2 du may, at its option, commence and pursue proceedings in respect of any matters arising out of this Agreement in the DIFC Courts.

19. Force Majeure

- 19.1 Neither party will be liable for any failure to perform or for breach of this Agreement caused by an event of Force Majeure, provided that neither party will be relieved of its obligations to make any payments for Services rendered under this Agreement. The affected party claiming a Force Majeure event has impacted its ability to perform this Agreement must immediately inform the other party in writing of the occurrence of the Force Majeure event, and the estimated extent and duration of such inability to perform its obligations.
- 19.2 Responsibilities and obligations specified in this Agreement are subject to immediate fulfilment after the end of the Force Majeure circumstances. Both parties must use reasonable commercial endeavours to minimise the effects of an event of Force Majeure.

20. Survival of Clauses

- 20.1 **Survival.** Clauses 16 (Data Protection), 13 (Liability), 21.1 (Notices) and 18 (Governing Law) shall survive the expiry or termination of this Agreement.

21. General

- 21.1 **Notices.** du will consider Your consent to have received notices from du if du contacts You at the latest postal address, email or SMS You have given to du.
- 21.2 **Assignment and Subcontracting.** du may subcontract the performance of any of its obligations under this Agreement, but without relieving du from any of its obligations to You. du may assign its rights and obligations under this Agreement without Your prior written consent of. This Agreement will be binding on, and continue to the benefit of, the parties and their successors and permitted assigns.

SERVICE SCHEDULE – HOME AND MOBILE SERVICES

22. Fixed Voice Services

- 22.1 Depending on availability, the Fixed Service will be provided using either our landline or carrier selection / carrier pre-selection Service. We will advise you of the service type when you submit your application or request our Services online or by phone.

Landline

- 22.2 If the Landline Service is suspended for non-payment, you will, for a maximum of 2 months following suspension, continue to receive incoming calls and be able to make emergency calls. At the end of this period you will be disconnected if you do not pay all outstanding charges.
- 22.3 you experience any faults with your Service, you should report the fault to us by calling Customer Care.

Carrier Selection (CS) and Carrier Pre-selection (CPS) Services

- 22.4 There is no Minimum Term for the standalone CS or CPS Service.
- 22.5 You must register at least 1 fixed phone number of another service provider ("Line Provider") to receive this Service. If you are not authorised to register the fixed line, we may terminate the Service.
- 22.6 We provision your Service relying on your Line Provider. We will try to provision it within a few days of your request, however, there may be delays. We are not liable if your Line Provider refuses to, or is unable to, complete the activation, of which we will inform you.
- 22.7 Until the automatic routing of your calls is activated, you may manually route your calls by dialling 08888 before making your call. Once activated, all calls outside your local area code, with a national or international prefix or to a mobile number, will be automatically routed through us. All remaining calls will be routed through your Line Provider. If you decide not to have your calls automatically routed through us, you can contact Customer Care to deactivate the automatic routing. If you change your fixed phone number, this Service will transfer to the new number.
- 22.8 Supplementary services like call waiting, call forwarding and call barring will continue to be provided by your Line Provider. Call barring will only apply to calls routed through your Line Provider. You can choose to route your calls through your Line Provider by using their override code. Charges for such calls will be payable to them rather than us.
- 22.9 There is a charge to activate the Service. You remain responsible to your Line Provider for rental payments to access your fixed line. You will be responsible for all calls made using the Service from the fixed line.
- 22.10 If there is a fault with the fixed line you should contact your Line Provider to arrange repair. If your Line Provider suspends your phone service, our CPS Service will also not be available. If you experience any faults with your CPS Service, you should report the fault to us by calling Customer Care.

23. Broadband Service

- 23.1 The maximum speed of the Broadband Service will be the speed requested on your application, online or by phone. If you have a DSL connection, the maximum speed will be the speed that is supported by your line. The speed of the Broadband Service may be impacted by various factors outside of our control.
- 23.2 If the speed you request is not available at your premises, we will provide the closest lower speed with a new tariff according to the charges specified on our website.
- 23.3 We do not guarantee that the Broadband Service will be uninterrupted, information transmitted accurately, reliably or at all.
- 23.4 We are not liable for any failure of the Broadband Service resulting from a systems configuration not authorized by us. All remedial work required to repair the Broadband Services as a result will be invoiced to you at our standard rates.
- 23.5 Under UAE law we are required to block access to content that is objectionable on the grounds of: public interest, public morality, public order, public and national security, national harmony, Islamic morality, or which is otherwise prohibited by law. Please contact Customer Care, or follow the process displayed on the web blocking page, if you want to block or unblock access to particular content.
- 23.6 Other than as required by UAE law, all Broadband Services are provided on the basis of an open system with no filters or firewalls. Depending on the level of your service, we will provide third party antivirus and anti-spyware software for installation by you. The use of such software does not guarantee that the Broadband Service will be fully protected and we are not liable for the security of your data transmitted via the Broadband Service or our Network. We have no obligation to ensure, and make no representations or warranties concerning, the security of your data. You are solely responsible for the data retrieved, stored or transmitted through the Broadband Services or our Network.
- 23.7 The Broadband Service shall be supplied to a socket located in your premises. If you do not have a Broadband socket then we will install one for you, which may have an additional cost.

24. TV Service

- 24.1 The TV Service will be provided using our du TV, "View Satellite Box" and/or "View Anywhere Service". We will advise you of the Service type when you submit your application or request our Services online or by phone.
- 24.2 A TV decoder may be required to access the TV Service. We offer a number of TV decoder options for rent. Charges may apply when you upgrade or downgrade your TV decoder.
- 24.3 Please note that TV content is provided by third party content providers and is separate from your overall du bundle. TV content prices may change, subject to 7 days' prior written notice. For TV content changes, we will endeavour to give you 7 days' notice of such changes. You accept such changes by continuing to use the TV Service. If you do not accept a change you must contact us within 7 days of such notice to cancel the TV Service.
- 24.4 You may change your TV package at any time but additional fees may apply (see our TV charges on our website).
- 24.5 We may upgrade the TV decoder's software which may affect content recorded on the TV decoder. We will give as much notice as possible before such upgrades.
- 24.6 The recording functionality of the TV decoder may not be available for every channel or TV show. Your TV decoder will display a message when this function is unavailable.
- 24.7 Not all TV content is age rated. We are not liable for the suitability of unrated TV content.

- 24.8 We are not liable for your failure to use the parental locking or rental locking functionality of the TV decoder properly.
- 24.9 You must not: (a) tamper with the TV decoder; (b) try to open it or access the content stored on its hard-drive; (c) attempt to decrypt our signal or that of the TV decoder; (d) reverse engineer or decode the system or any of the software contained within the TV decoder; and (e) either directly or indirectly connect the TV decoder to an external recording device.
- 24.10 TV broadcasters decide the TV content and the EPG information. We are not responsible for the TV content, or the EPG information, or any changes to it. We may at any time, and without notice, change TV channels, packaging of channels and/or remove programs or parts of programs previously advertised as available. We do not guarantee the availability or accuracy of EPG information.
- 24.11 Details of short term events which are subject to additional terms and conditions will be notified to you.
- 24.12 You will be charged for "Movies On Demand" content you rent using the TV Service. To avoid unauthorized use, you should set up a PIN code.
- 24.13 Movies on Demand content is only available for 48 hours from confirmation of purchase. You may play content multiple times during this time. If you subscribe to On Demand Club you can watch all videos currently available in the On Demand Club catalogue for the duration of your subscription.
- 24.14 You must not record or edit the "Movies On Demand" or "On Demand Club" content.

"View Satellite Box" and "View Anywhere" Services

- 24.15 If you receive our View Satellite Box Service, you will be responsible for installing and provisioning broadband connectivity, and satellite equipment and connectivity, to your View Satellite Box. We may suggest a recommended minimum broadband speed that we consider is suitable to enjoy the View Satellite Box Service.
- 24.16 If you receive our View Anywhere Service, you will be responsible for your device and for installing and provisioning connectivity to your device. Please note that Apple devices do not allow streaming of content on 3G connections.
- 24.17 Certain features of the View Satellite Box or View Anywhere Service (for example, Movies On Demand, On Demand Club and pay-TV channels) rely on the speed and quality of your broadband or mobile service which may be provided by other networks over which we have no control and for this reason we cannot guarantee quality or availability of those features of the View Satellite Box or View Anywhere service.
- 24.18 Certain features of the View Satellite Box Service (for example, free-to-air satellite channels and pay-TV channels) rely on your satellite equipment and connectivity which may be provided by other networks over which we have no control and for this reason we cannot guarantee quality or availability of those features of the View Satellite Box Service.
- 24.19 Certain features of the View Satellite Box Service (for example, internet applications and internet streaming of content) are provided by a third party and also rely on the speed and quality of your broadband service which may be provided by other networks over which we have no control and for this reason we cannot guarantee quality or availability of those features of the View Satellite Box Service.
- 24.20 The number of channels available on the View Satellite Box depends on your satellite equipment. We are not responsible for such equipment and do not guarantee any minimum number of channels on our View Satellite Box Service.
- 24.21 You may only access the TV Services (including du TV, View Satellite Box and View Anywhere Services) and features (including TV channels, Movies On Demand and On Demand Club) in the UAE, unless we advise you otherwise.
- 24.22 We may block or withdraw access to certain applications, capabilities, features or functionality for legal/regulatory reasons.

Mobile Services

25. Use of Mobile Services

- 25.1 All Services must be taken for at least a month from the date You start using the mobile Service. Some Mobile Services have a Minimum Term and must be taken for the duration of that Minimum Term, otherwise an Early Termination Charge may apply.
- 25.2 Any SIM card supplied to you continues to belong to us. You agree to take good care of it. We will replace free-of-charge any SIM card which is defective through faulty design or workmanship, but otherwise may charge for replacement SIM cards.
- 25.3 Your ability to use certain Mobile Services will depend on the features and functionality of your handset.
- 25.4 You may change your Tariff Plan at any time but any change will only take effect from the beginning of the following billing month and may involve payment of Early Termination Charges.

26. Mobile Roaming

- 26.1 Mobile roaming relies on the telecommunication systems of foreign networks over which we have no control and for this reason we cannot guarantee quality or availability of Mobile Services when you are roaming.
- 26.2 You may have to provide a deposit in order to utilize roaming services. We may retain any roaming deposit for up to 60 days after your roaming service has been cancelled. We may also use your deposit against any amounts due on your account for roaming services.
- 26.3 If you use the mobile services outside the UAE you are responsible for complying with all local laws/regulations governing its use.
- 26.4 Sometimes there may be a delay before certain charges incurred while roaming appear on your account. You remain liable for such charges despite any delays. All usage of your mobile is your responsibility.
- 26.5 Some discounts will not be available to you whilst roaming. Please refer to the user guide or visit our website for details.

27. Data Line Services

- 27.1 Voice service is not available under the Data Line Services

28. Blackberry

- 28.1 If you wish to use Blackberry services:
- 28.1.1 you may be required to accept the terms of the end-user license issued by Alcatel-Lucent or Research in Motion before using your Blackberry device.
- 28.1.2 your Blackberry device may include encrypted software that is subject to domestic and foreign legal restrictions which restrict export, import and use of the Blackberry device, related software and accessories;
- 28.1.3 you must use the Blackberry device in accordance with your User Guide and any instruction manual and must not, without prior written consent from us, establish, install or use a GSM Gateway;
- 28.1.4 you must not copy, reverse engineer or modify the Blackberry related software in any way save as permitted by law; and
- 28.1.5 you must not use the Blackberry service: (i) to generate artificially-inflated traffic; or (ii) in breach of our Fair Use Policy (see our website).

29. Number Privilege Plan

- 29.1 For Number Privilege Plans that form part of a Home Services package, your "minimum monthly usage" is calculated as the sum of your Home Services package recurring monthly charge and any usage of Mobile Services for that month—and do not include any separate charges for usage attributed to Fixed, Broadband and/or TV Services. Any Number Privilege Plan Early Termination Charge is in addition to any Home Services early termination fee.
- 29.2 New and existing customers are eligible to take out the Number Privilege Plan under this offer. New customers must take out an Elite mobile plan and existing customers must use the Number Privilege Plan with their existing Elite mobile plan.
- 29.3 The Number Privilege Plan is only available for customers who sign up for a Number Privilege Plan with a handset and an Elite plan.
- 29.4 You have two options that you can choose from:
- 29.4.1 Number Privilege Plan with Elite Regular; or
- 29.4.2 Number Privilege Plan with any of the available offers at du shops within this plan. Please ask at a du shop or call du Customer Care to have the differences and benefits of each explained to you.
- 29.4.3 A minimum monthly usage applies to the Number Privilege Plan. If your monthly usage is less than this minimum monthly usage, you will be charged the minimum usage for that month. The credit back will be granted on your bill as defined in the offer.
- 29.5 This Number Privilege Plan has a Minimum Term of 12 months. An Early Termination Charge will apply if you cancel your Service before the end of the Minimum Term as follows: monthly minimum spend multiplied by the remaining period of the total 12 months.
- 29.6 You can only take out the handset under the Number Privilege Plan. Once you have taken your handset you cannot return it.
- 29.7 We reserve the right not to grant the credit back:
- 29.7.1 if you fail to pay one of your bills by the due date; and/or
- 29.7.2 if you submit more than 1 application for the offer.
- 29.8 While you are on a Number Privilege Plan you will not be able to change the ownership of the account.

30. Mobile Plan Specific Terms

- 30.1 Additional specific terms and conditions (including the pricing) that applies to a particular mobile plan (pre-paid or post-paid) are specified on du's website at <http://du.ae/mobile>.