

## General Agreement (November 2018)

This Agreement is made between Emirates Integrated Telecommunications Company PJSC, registered at the Dubai Department of Economic Development with commercial register number 77967, and with its main office at Dubai Media City, Al Salam Tower, PO Box 502666, Dubai, United Arab Emirates (EITC), and the signatory to this Agreement ordering Services on an approved Service Order (**Customer**).

### THE PARTIES AGREE AS FOLLOWS

#### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following definitions apply:

**Acceptable Use of Service Policy** means the EITC policy that governs the Customer's use of the Service available at <http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy>.

**Affiliate** means any entity or person Controlled by, Controlling, or under common Control with, a Party.

**Authorised End User** means any director, officer, employee or sub-contractor of the Customer that receives a username and password in order to gain access to one or more of the Services.

**Authorised Person** means any director, officer, employee, sub-contractor or adviser of a Party.

**Business Day** means every day excluding Fridays, Saturdays, and any national holidays in the United Arab Emirates.

**Cancellation Charge** means a Charge payable in relation to cancellation of a Service before the Service Commencement Date.

**Claims(s)** means any claim whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, indemnity or otherwise.

**Confidential Information** means any commercial, financial, technical, legal, marketing or other data, know-how, trade secrets or any other information of whatever nature relating to a Party or their respective businesses which has been disclosed (whether in writing, orally or by another means and whether directly or indirectly) by or on behalf of that Party to the other Party whether before or after the date of the Agreement.

**Content** means digitally stored and transmitted material, including text, pictures, images, audio, video, games, graphics, software or services incorporating any of these things.

**Control, Controlled, or Controlling**, as the context requires, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity whether through the ownership of voting securities, by contract, or otherwise.

**Customer** means the party listed as the customer on the Service Order.

**Disclosing Party** means a Party that disclosed Confidential Information.

**Downgrade** means any modification to the Service which reduces the capacity, use or utility of that Service.

**EITC Equipment** has the meaning set out at clause 10.2.

**Early Termination Charge** means the charge payable for cancellation of a Service after the Service Commencement Date but before expiry of the Minimum Term.

**End-user** means an individual end user of the Service provided to the Customer.

**Enterprise Customer Care** means EITC's customer care telephone service available to enterprise customers.

**Equipment** means the equipment supplied by or on behalf of EITC to the Customer.

**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 26.

**Intellectual Property Rights** means any patent, copyright, trademark, trade name, service mark, moral right, design right, database right, know how, and any and all other intellectual property rights whether registered or not or capable of registration and whether subsisting in the United Arab Emirates or any other part of the world together with any and all goodwill relating to such rights.

**Minimum Term** means the minimum period of connection for a particular Service.

**Monthly Charge** or **Monthly Recurring Charge (MRC)** means the **monthly** recurring Charge payable by the Customer to EITC for provision of a Service as specified in the Service Order.

**Network** means the communications network used by EITC.

**Non Recurring Charge** or **NRC** means the non-recurring charge payable by the Customer to EITC for installation of the Service and for the commissioning and configuration of the Service as specified in a Service Order

**Party** means EITC or Customer, as the content requires, and collectively referred to as the **Parties**.

**Personal Information** means any personal data relating to a specific person and includes, but is not limited to, that person's name, address, bank account details, credit card details, service usage details, call records, message records and any information derived from a person's use of the Services, account status, payment history and credit rating.

**Personnel** of a Party, means each of that Party's directors, officers, employees, agents, contractors, advisers and representatives but does not include that Party's End Users or the other Party.

**Receiving Party** means a party receiving Confidential Information.

**Sanctions** means any trade, economic or financial sanctions law, regulations, embargoes or restrictive measures administered, enacted or enforced by the Security Council of the United States, the United States of America, the European Union, the member states of the European Union, the United Arab Emirates, and the governments and official institutions or agencies of any of the foregoing.

**Service(s)** means a service to be provided by EITC to the Customer as specified in a Service Order and as further described in the relevant Service Schedule.

**Service Commencement Date** means the date that the Service is provisioned by EITC.

**Service Delivery Point** has the meaning given to it in the relevant Service Schedule and refers to the point where the Service ends.

**Service Order** means a EITC provided form signed by the Customer to order Service(s) pursuant to these General Terms.

**Service Level Agreement** or **SLA** means a set of key performance indicators for any particular Service (if applicable), as more particularly specified in the Service Level Agreement document.

**Service Schedule** means each Schedule setting out the specific terms and conditions relating to the Service being provided by EITC to the Customer under a Service Order.

**Site** means a Customer site to which the Service is delivered, as specified in a Service Order.

**Standard Agreement** or **Agreement** means this Agreement comprising the following documents:

- a. the General Terms;
- b. each Service Schedule;
- c. Service Level Agreement (if applicable); and
- d. each Service Order.

**Tariff Guide** means the tariff guide(s) on the EITC website (du.ae) specifying standard pricing for particular Services.

**Taxes** means any tax, duty or other charges of whatever nature (but excluding any tax, duty or other charge levied on income accruing to EITC hereunder) imposed by any taxing or government authority, including but not limited to, a value added, goods or services, or withholding taxes.

**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 EITC believes is: (i) disproportionate to the flow or volume of calls which EITC expects from good faith commercial practice and usage of the network; or (ii) disproportionate to Customer's previous call profiles (in any given month) with EITC.

**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.

## 2. PRECEDENCE

If there is a conflict between the documents referred to in this Agreement, then the documents will be given the following order of priority with sub-clause 2.1 having the highest order of priority:

- 2.1. General Terms;
- 2.2. relevant Service Schedule;
- 2.3. Service Level Agreement (if applicable);

2.4. relevant Service Order.

### 3. DURATION

3.1. **Start date.** This Agreement shall start on the date that EITC accepts your Service Order in accordance with clause 4.2.2.

3.2. **Term.** The Agreement continues until terminated by either Party in accordance with its terms.

### 4. ORDERING PROCESS

4.1. **Ordering.** To order a Service, Customer must complete a Service Order and submit it to EITC. Customer warrants the accuracy of Customer provided details contained in the Service Order.

4.2. **Acceptance.**

4.2.1. EITC may accept, reject or request further information about a Service Order. EITC shall not unreasonably withhold its acceptance of a Service Order.

4.2.2. EITC shall accept a Service Order either:

- a. in writing (electronic mail allowed) or
- b. by performing the Services or providing the Equipment in a Service Order.

4.3. **Incorporation of terms.** Each accepted Service Order shall be subsidiary to this Agreement and shall be deemed to incorporate the relevant terms of this Agreement to the exclusion of any other terms.

### 5. SERVICE PROVISIONING

5.1. **Services.** EITC shall provide all Services with reasonable skill and care but does not guarantee to provide complete or uninterrupted access to the Services.

5.2. **Security of communications.** Subject to all applicable laws and regulations, EITC shall exercise all reasonable efforts to ensure the security of the Customer's and End User's communications. However, for reasons beyond EITC's control, it does not promise or guarantee that communications will be completely secure.

5.3. **Customer Responsibilities.** If the Customer fails to comply with any of its responsibilities under this Agreement including as set out in clause 5.5 and in any Service Schedule or Service Order, then EITC will not be liable for any resulting delay or failure to provide the Services (subject to compliance with any applicable notice provisions) and any relevant time periods for EITC shall be extended until the Customer has complied with its responsibilities. EITC shall be entitled to charge the Customer any costs incurred by EITC as a result of any failure by the Customer to satisfy such responsibilities.

5.4. **Site access and regulations.** The Customer must provide access, or procure all necessary permissions or consents, to the Customer's Site to enable EITC to deliver, install and provide the Service to the Customer. EITC agrees to comply with any Customer access and security procedures for a Customer Site which EITC has approved in advance. In addition, the Customer confirms that any person attending a Customer Site from EITC, or on behalf of EITC, shall have a safe and suitable working environment.

5.5. **Provision of information and documents.**

5.5.1. **Customer information.** The Customer shall provide (and shall make sure that its End Users provide) all information and complete all documentation (including in relation to identification, legitimation and billing details) which is required by EITC or the TRA to perform this Agreement.

5.5.2. **Accuracy.** The Customer confirms that any information which it provides to EITC in connection with this Agreement or the provision of the Services is and will be complete and accurate.

5.6. **Acceptance of Services.** Acceptance of any Service provided by EITC shall be deemed to have occurred on whichever is the earlier of the following:

- 5.6.1. the expiry of 3 Business Days after EITC has notified the Customer that the Service is available for use;
- 5.6.2. the use of the Service by the Customer in its normal course of business.

5.7. **Telephone numbers and unique identifiers.** The Services may include use of a telephone number, domain name, email address or other unique identifiers. The Customer must comply with the requirements of any regulatory body which administers these identifiers. These identifiers are not the property of the Customer and EITC may recall them if it is required, or has good reason, to do so.

### 6. MIGRATION OF SERVICES FROM PREVIOUS SERVICE PROVIDER

6.1. **Migration of number/ Services:** If the Customer is eligible to:

- 6.1.1. transfer a fixed Service; or
- 6.1.2. move its existing mobile number (ie, mobile number portability);

from its previous service provider (**Previous Provider**) to EITC, the Customer remains liable to the Previous Provider for all outstanding charges in relation to those services.

- 6.2. **Non-payment to Previous Provider:** if the Customer fails to pay any outstanding charges (including any early termination Charges) to the Previous Provider, EITC may suspend and/or terminate the Services if payment is not made by the time specified. EITC shall notify the Customer prior to such suspension and/or termination.

## 7. USE OF SERVICE

- 7.1. **Compliance with terms.** The Customer 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 the Customer by EITC (including any given as a result of instructions imposed by the TRA).
- 7.2. **Restrictions on the use of the Services and Equipment.** The Customer shall ensure that the Services or Equipment are not used:
- 7.2.1. other than in accordance with EITC's "Acceptable Use of Service Policy" available at <http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy>;
  - 7.2.2. for the transmission of illegal or offensive material;
  - 7.2.3. for the transmission of material that contains software viruses or any other disabling or damaging programs;
  - 7.2.4. in any way which impairs or damages the Network or the provision of the Services;
  - 7.2.5. except where previously approved by EITC in this Agreement:
    - a. in a way which uses automated means to make calls using the Network;
    - b. to make a computer permanently accessible as a server;
    - c. 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);
    - d. for automated machine-to-machine data exchange;
    - e. fraudulently or illegally or in violation of this Agreement.
- 7.3. **No reselling.** The Customer shall not resell, distribute or provide the Services or Equipment to any third party. For the avoidance of doubt, the use of the Services or Equipment by End Users shall not be deemed to be reselling.
- 7.4. **Accessing the internet.** Where use of a Service includes access to the internet, other data networks, websites, resources, software or Content, the Customer shall be responsible for all charges which result from such access and such access shall be at the Customer's own risk. EITC shall not be responsible for such Content unless EITC is the Content provider in which event different terms and conditions will apply.
- 7.5. **Responsibility for End Users.** Any End User may use Equipment and Services provided under this Agreement. The Customer will remain responsible for all obligations relating to the Equipment and Services, including payment obligations. For the avoidance of doubt, this also includes payment for any additional services and/or mobile applications, games and content subscribed to or selected by any End User.
- 7.6. **Authorised End Users.** Where EITC designates that access to a Service (including ordering) shall be provided only to Authorised End Users, EITC will provide each Authorised End User with a user name and password. The Customer shall make sure that such details are kept current, secure, are used only in accordance with this Agreement and that EITC is notified of the identity of Authorised End Users from time to time. EITC accepts no liability for any unauthorized or improper use of any password, or for any unauthorized disclosure of user names and passwords to third parties.

## 8. SERVICE MODIFICATIONS

- 8.1. **Customer requested modification.** The Customer may request a modification (which does not include suspension or cancellation) to the Service at any time by giving 30 days' written notice to EITC. EITC may agree, in its absolute discretion, to make that modification. If the Customer requested modification:
- 8.1.1. is a Downgrade, the Customer must pay a Downgrade Charge; and
  - 8.1.2. is not a Downgrade, the Customer must pay the charges for making the modification (if any) notified to the Customer by EITC at the time.
- 8.2. **EITC modification.** EITC may make changes to the Services or Equipment or any part including enhancements, modifications or replacements, provided that such changes do not materially adversely affect the Customer's or End User's use of the Services or Equipment.

## 9. FAULT REPORTING

- 9.1. **Reporting faults.** As soon as the Customer becomes aware of a fault in the Service the Customer must telephone Enterprise Customer Care or such other contact as is notified by EITC to the Customer. Enterprise Customer Care is available 24 hours a day, 7 days a week. The Customer can also report the fault by sending an email to [Business.Customercare@du.ae](mailto:Business.Customercare@du.ae). Before reporting a fault the Customer must take reasonable steps to ensure that the fault is not a fault in any equipment located on the Customer's side of the Service Delivery Point.

- 9.2. **Faults caused by Customer.** If EITC investigates a fault and determines that the fault is attributable to any equipment on the Customer's side of the Service Delivery Point then:
- 9.2.1. EITC will use its reasonable endeavours to notify the Customer of the fault and its probable cause and location but will not bear any further liability or responsibility; and
  - 9.2.2. EITC may charge the Customer for any costs incurred by EITC in investigating the fault if the cause of the fault is due to the Customer's act or omission beyond the Service Delivery Point.
- 9.3. **Fault resolution.** Where EITC investigates a reported fault and determines that the fault is attributable to equipment/service located on the EITC side of the Service Delivery Point, then EITC will restore the Service. Where the fault is attributable to a third party facility, EITC shall liaise with the third party and arrange for Service restoration.

## 10. EQUIPMENT

- 10.1. **Delivery of Equipment.** EITC shall deliver Equipment to the delivery address set out in the Service Order.
- 10.2. **EITC owned Equipment.** EITC may provide or lease Equipment to the Customer, in connection with the Service (**EITC Equipment**). The Customer holds the EITC Equipment as bailee for EITC. The Customer must keep the EITC Equipment free from any charge, lien, mortgage or encumbrance. Title in EITC Equipment remains with EITC. Unless otherwise agreed, EITC Equipment made available to the Customer must be returned to EITC when the Service ends otherwise EITC may charge the Customer for non-return of the equipment. The Customer is responsible for any damage to, or destruction or theft of, the EITC Equipment, except to the extent it is caused by EITC.
- 10.3. **Title.** For Equipment that is sold to the Customer (including "lease to own"), title transfers upon receipt by EITC of full payment for the Equipment in cleared funds.
- 10.4. **Risk.** Risk in the Equipment shall pass to the Customer upon delivery.
- 10.5. **Use of EITC Equipment.** Unless otherwise agreed, for EITC Equipment located at the Customer Site, the Customer must:
- 10.5.1. allow EITC's Personnel, and only EITC's Personnel, to service, modify, repair or replace the EITC Equipment; and
  - 10.5.2. do all things reasonably required by EITC to make clear that EITC is the owner of the EITC Equipment;
  - 10.5.3. provide access, free of charge, to equipment rooms to house the EITC Equipment;
  - 10.5.4. ensure such equipment rooms meet the technical and environmental standards notified by EITC;
  - 10.5.5. use the EITC Equipment in accordance with all reasonable instructions (written and/or verbal) notified by EITC or, in the absence of such instructions, to the same standard as if the equipment were the property of the Customer;
  - 10.5.6. not interfere with the EITC Equipment, unless EITC has given its written consent;
  - 10.5.7. keep the EITC Equipment at the Customer's Site safe and free from movement, external vibration or collision; and
  - 10.5.8. not to do anything nor to allow to subsist any circumstances, matter or thing which is likely to damage the equipment or detract from or impair its performance or operation.
- 10.6. **Replacement.** If the EITC Equipment needs replacing through no fault of the Customer's own and is within the warranty period then EITC will not charge for its replacement. If the equipment is outside the warranty period then a charge may apply.

## 11. SUSPENSION OF SERVICES

- 11.1. **Material breach.** If the Customer or an End User commits a material breach of this Agreement, EITC will be entitled to suspend the Services and any Equipment from using the Network.
- 11.1.1. 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 7.1 (Compliance with Terms), clause 7.2 (Restrictions on Use of the Services and Equipment) or clause 7.3 (No Reselling) and each of these shall be deemed to be a material breach.
  - 11.1.2. Suspension in the event of failure to pay will be as set out in clause 12.5.2 (Suspend the provision of Services/Equipment).
  - 11.1.3. Except as set out in clauses 11.1.1, 11.1.2 and 11.3, in all other circumstances, prior to such suspension EITC will first provide 30 days' notice to the Customer.
  - 11.1.4. If an End User commits a material breach, then the above right to suspend shall relate to the Services and Equipment provided to that End User only.
- 11.2. **Maintenance.** From time to time EITC will need to carry out maintenance, modification and testing of the Network, during which time EITC shall be entitled to suspend the Services. EITC 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. EITC shall keep all suspensions to a minimum.
- 11.3. **Fraud and illegal usage.** EITC can without notice to the Customer (and unless notice is required by applicable law) suspend or restrict the use of any of the Services (other than emergency services) by the Customer or any End User(s) and take any other necessary steps to avoid repetition if:

- 11.3.1. EITC believes that any number, SIM, Equipment or Services are being used in an illegal or fraudulent way (including under clause 7.2); or
  - 11.3.2. where EITC identifies what it reasonably determines to be Unallowed Traffic.
- 11.4. **Effect of Suspension.** If the Services are suspended due to the Customer's acts or omissions, the Customer must pay to EITC all reasonable costs and expenses incurred by EITC 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.
- 12. CHARGES AND PAYMENT**
- 12.1. **Charges.** The Customer shall pay the Charges in AED Dirhams.
- 12.2. **Invoice.** EITC shall issue a monthly invoice to the Customer or shall issue an invoice at such other times as are specified in the Service Order.
- 12.3. **When to pay.** The Customer shall pay the Charges within 30 days of the date on any invoice.
- 12.4. **Invoice Disputes.** Where the Customer disputes that an invoice or any part of it is payable by the Customer, the Customer shall notify EITC within 21 days of receipt of the invoice, including details of why the invoiced amount is incorrect and, if possible, how much the Customer considers is due.
- 12.4.1. All other Charges not related to the dispute shall be paid in accordance with clause 12.3 (When to Pay).
  - 12.4.2. Payment following Invoice Disputes:
  - 12.4.3. If an invoice dispute is resolved in favour of the Customer, then EITC shall issue a credit in favour of the Customer.
  - 12.4.4. If the dispute is resolved in favour of EITC, then the Customer shall promptly pay the disputed amount to EITC.
- 12.5. **What EITC may do if the Customer does not pay on time.** Where the Customer does not pay the Charges by the due date, and has not raised a dispute in accordance with clause 12.4 (Invoice Disputes), EITC shall be entitled to do the following:
- 12.5.1. **Late payment fee.** a late payment fee may be charged on any unpaid amount from the payment due date until payment is made by the Customer in full;
  - 12.5.2. **Suspend the provision of the Services/Equipment.** If the Customer has not paid within 14 days of receiving notice of the failure to pay, EITC shall be entitled to suspend any further deliveries of any Equipment or the provision of any Services to which the non-payment relates until EITC has been paid in full and such failure to pay shall be deemed to be a material breach; and
  - 12.5.3. **Withhold any sums owing.** EITC may withhold any sums currently owing to the Customer by EITC by way of credit note or rebate and offset such sums against the sums owing.
- 12.6. **Modifications.** If the Customer wishes to modify a Service Order, including without limitation a change in the capacity or Site location prior to the Service Commencement Date, EITC may charge the Customer the additional costs incurred by EITC as a result of such modification, which costs shall be notified to the Customer.
- 12.7. **Price changes.** EITC may change the Charges, or any terms and conditions that have the effect of a price increase, provided that it gives the Customer at least thirty (30) days prior notice. If the Customer does not accept the new Charges, the Customer may terminate the Service without any terminating liability to EITC provided that it terminates the Service before the increased Charges come into effect (ie, within the 30 day notice period).
- 12.8. **Cancellation Charge.** If the Customer wishes to cancel a Service Order after acceptance by EITC but before the Service Commencement Date, EITC may charge the Customer a Cancellation Charge.
- 12.9. **Early Termination Charge.** If the Customer wishes to terminate the Service before the expiry of the Minimum Term, an Early Termination Charge will apply as specified in the relevant Service Order.
- 12.10. **Taxes.** The Charges shall be exclusive of any applicable Taxes which shall be paid by the Customer to EITC where necessary.
- 12.11. **VAT.** As regards VAT, the provisions of this clause 12.11 shall apply:
- 12.11.1. The payments due under this Agreement are exclusive of VAT properly chargeable. Where EITC makes a taxable supply or deemed supply of goods or services to the Customer, EITC shall provide a valid VAT invoice to the Customer and the Customer shall pay the VAT in addition to the payment or other consideration for that supply on the earlier of: (a) when the payment or other consideration is made; or (b) when the supply is made.
  - 12.11.2. Where the law requires the Customer to account for the VAT under the reverse charge mechanism or otherwise to the relevant tax authority and EITC is not liable to account for the VAT (e.g. on a supply of goods and services which involves more than one jurisdiction), the Customer will account for all VAT due in the relevant jurisdiction and no VAT will be due to EITC in addition to the consideration.
  - 12.11.3. If this Agreement allows for termination where the Customer fails to pay what is due to EITC, this shall include failure to pay VAT in addition to the consideration when due in accordance with this Agreement.

- 12.11.4. Where the consideration for any taxable supply of goods or services is subsequently adjusted (including on a termination), the Parties will make all appropriate adjustments to the VAT, including the repayment of VAT, the further payment of VAT and the issue of any credit note or further VAT invoice valid for VAT purposes.
- 12.11.5. If the Parties are in dispute (with each other or with the relevant tax authority) or uncertain about the VAT obligations or implications of any supplies of goods or services pursuant to this Agreement, or the relevant tax authority determines that the Parties' treatment of VAT on such supplies is incorrect in any respect, the Parties shall use all reasonable endeavours to cooperate and reach agreement with each other and with the tax authority keeping each other fully informed and shall make all appropriate adjustments.
- 12.11.6. The Customer will ensure that it correctly accounts for VAT on its supplies to End Users and will indemnify EITC if it defaults in respect of any resulting liability for EITC, including for VAT, interest, penalties, fines and costs.

### 13. DEPOSITS AND CREDIT ASSESSMENTS

- 13.1. **Deposit.** Some Services may require the Customer to pay a deposit for that Service. EITC will inform the Customer if a deposit is required for a particular Service. EITC may use any deposit against payment of the Customer's account (or any other account the Customer has with EITC) if:
  - 13.1.1. the Customer has failed to pay a due amount and EITC has suspended the account; or
  - 13.1.2. the Customer has failed to return equipment after a Service has been cancelled or suspended.
- 13.2. **Credit Assessment.** EITC may carry out a credit assessment based on the information the Customer gives to EITC. This will be used to set any credit limits that are applicable to the Customer. The Customer may be able to increase its credit limit by paying, or increasing, a deposit.
- 13.3. **Credit limit.** Once the Customer has reached its credit limit in any month, EITC may notify the Customer and then suspend the Customer's account until the Customer makes a payment to bring the Customer's balance below the Customer's credit limit. The Customer however, remains liable for all Charges incurred on the Customer's account irrespective of whether those Charges are above the credit limit. The Customer is liable to pay for Services used irrespective of the credit limit and should not use the credit limit for budgeting purposes.

### 14. WARRANTIES

- 14.1. **Full Power and Authority.** Each of the Parties warrants that it has full power and authority to perform and observe its obligations under this Agreement.
- 14.2. **No other warranties.** Unless expressly set out in this Agreement all other warranties, representations and conditions (whether express or implied) are expressly excluded to the extent allowed by law.

### 15. LIABILITY

- 15.1. **Certain liability not excluded.** Neither Party excludes any liability which cannot be excluded by law.
- 15.2. **Exclusion of liability.** Neither Party shall be liable under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for:
  - 15.2.1. any loss, whether direct or indirect, of profit, revenue, data, anticipated savings or goodwill; or
  - 15.2.2. any indirect or consequential losses, regardless of whether such losses were contemplated.
- 15.3. **Liability cap.** Each of EITC and Customer's liability for all losses arising under or in connection with all Claims arising under this Agreement shall not exceed in any 12 month period the amount of the Charges paid in respect of such Services and Equipment during that 12 month period or AED 500,000, whichever is less.
- 15.4. **Liability cap where less than 12 months.** If this Agreement has not been in effect for twelve (12) months prior to the date of the cause of action giving rise to the first Claim, then the limit of liability shall be the average monthly Charges payable for the months from the Service Commencement Date until the date of the cause of action giving rise to the first Claim, multiplied by 12 or AED 500,000, whichever is less.
- 15.5. **Exclusions from liability and the liability cap.** The Customer's liability to pay the Charges is expressly excluded from the exclusion of liability in clause 15.2 (Exclusion of Liability) and from the liability cap in clauses 15.3 and 15.4.

### 16. Termination

- 16.1. **Ending a Service by Notice.** Either Party may end a particular Service on 30 days written notice to the other, provided that:
  - 16.1.1. any Service ends on or after the expiry of the relevant Minimum Term; and
  - 16.1.2. any amounts specified in the Service Order and any applicable Early Termination Charge is paid.
- 16.2. **Ending the Agreement for Insolvency.** Where permitted by applicable law, either Party may end this Agreement with immediate effect by writing to the other Party if the other Party becomes bankrupt or makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or any analogous event occurs in the territory where the other Party is located.



16.3. **Ending the Agreement or Service for Breach.** Either Party may end this Agreement or a particular Service Schedule immediately upon written notice to the other if:

16.3.1. the other Party commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party; or

16.3.2. the other Party commits a material breach of this Agreement which is not capable of remedy.

16.4. **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.

## 17. CONSEQUENCES OF TERMINATION

17.1. **Stop Using.** On termination of a Service, the Customer and its End Users shall stop using the Services and Equipment and after such termination the Customer shall immediately pay all outstanding Charges and any applicable Early Termination Charge.

17.2. **Access.** Where permitted by applicable law, EITC may after giving reasonable notice to the Customer enter any site where EITC Equipment is located to recover such EITC Equipment and Customer will not sell or transfer possession of the EITC Equipment to any third party.

17.3. **Early Termination Charge.** If:

17.3.1. the Customer requests the ending of any Service which has not fulfilled a Minimum Term; or

17.3.2. ending of the Agreement as set out above, results in the ending of any Service which has not fulfilled a Minimum Term, the Customer shall pay any applicable Early Termination Charge. This clause does not apply if the Customer has validly ended the Agreement under clause 16.2 (Ending the Agreement for Insolvency) or clause 16.3 (Ending the Agreement for Breach).

## 18. DATA PROTECTION

18.1. **Applicable laws.** Both Parties will comply with applicable laws regarding data protection.

18.2. **Personal Information.** EITC must take all reasonable and appropriate measures to prevent the unauthorized disclosure or use of Personal Information. EITC may disclose Personal Information if such disclosure is:

18.2.1. permitted by any applicable law or regulation;

18.2.2. expressly permitted by the Customer;

18.2.3. made in the course of EITC making a credit check with a reputable credit reporting agency;

18.2.4. made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity;

18.2.5. 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;

18.2.6. made to the TRA in accordance with applicable regulations;

18.2.7. to an Affiliate, sub-contractor or other third party who is directly involved in the supply of the Service provided that EITC 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.

18.3. **Passwords.** The Customer's account details may be used to verify identity for access to various Services. These details must be kept safe. EITC will grant access to the Customer's account when the passwords are given correctly. EITC will not be responsible for any loss the Customer, or an End User, suffers as a result of failure to maintain password security.

18.4. **Monitoring.** EITC may monitor Customer's use of the Services and record calls made to Customer Care, for training, financial control, quality control and regulatory or legal purposes.

## 19. CONFIDENTIALITY AND ANNOUNCEMENTS

19.1. **Disclosure.** All Confidential Information disclosed by a Disclosing Party to a Receiving Party under this Agreement shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party, which confirms that it has the right to disclose it but does not confirm its accuracy or completeness.

19.2. **Obligations.** Each Receiving Party shall use all Confidential Information solely for the purpose of this Agreement and whilst the Agreement is in force and for 5 years after the termination of the Agreement, shall:

19.2.1. not disclose it, except to any Authorised Person where strictly necessary to fulfil the purpose of this Agreement;

19.2.2. keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;

19.2.3. not make any copies, summaries or transcripts of it unless this is strictly necessary for the purpose of this Agreement (all such copies, summaries or transcripts will be deemed to be Confidential Information);

19.2.4. notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;



- 19.2.5. upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information; and
- 19.2.6. inform its Authorised Persons of the provisions of this Agreement and take all steps necessary to confirm their compliance with them. All acts or omissions of a Party's Authorised Persons shall be treated as if they were the acts or omissions of the relevant Party itself.
- 19.3. **Exceptions.** Confidential Information shall not include any information that:
- 19.3.1. is generally and publicly available other than by breach of this Agreement;
  - 19.3.2. is lawfully in the possession of the Receiving Party before its disclosure under this Agreement;
  - 19.3.3. has been obtained from a third party who is free to disclose it;
  - 19.3.4. is independently developed without access to any Confidential Information; or
  - 19.3.5. a Party is required to disclose by law or to a regulatory authority.
- 20. INTELLECTUAL PROPERTY RIGHTS**
- 20.1. **EITC retains IPR ownership.** The Intellectual Property Rights that exist in or in any part of the Equipment or Services supplied under this Agreement, as well as any improvements or modifications thereto, belong to EITC or its licensors and, other than necessary for use permitted under this Agreement, no other right, license or transfer is granted or implied under such Intellectual Property Right.
- 21. COMPLIANCE**
- 21.1. **Compliance obligations.** The Customer shall, and shall procure that its directors, officers, agents, sub-contractors, affiliates and employees shall:
- 21.1.1. comply with all laws and regulations relating to the prevention of bribery, corruption or fraudulent acts (**ABC Legislation**);
  - 21.1.2. not commit any act or omission which causes or could cause EITC to breach or commit an offence under any ABC Legislation;
  - 21.1.3. comply with all Sanctions; and
  - 21.1.4. not engage in any conduct which would reasonably be expected to cause EITC to breach any of the Sanctions or become a subject of Sanctions.
- 22. Changing the Terms**
- 22.1. **Amendments required by law.** EITC may vary the Agreement at any time by giving written notice to the Customer when such variations are necessary to comply with applicable law, regulation or notices issued by the TRA.
- 22.2. **Amendments by EITC.** EITC may vary the Agreement at any time and if the amendment is a price increase, or has the effect of a price increase, EITC shall provide at least 30 days' notice to the Customer of such change. The Customer 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). EITC's latest up to date version of this Agreement (with any amendments) shall be available on EITC's website at [www.du.ae/en/terms-and-conditions](http://www.du.ae/en/terms-and-conditions)
- 23. GOVERNING LAW AND JURISDICTION**
- 23.1. 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 23.2) be subject to the exclusive jurisdiction of the courts of Dubai.
- 23.2. EITC may (at its sole discretion) commence and pursue proceedings in respect of any matters arising out of this Agreement in the DIFC Courts.
- 24. FORCE MAJEURE**
- 24.1. 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.
- 24.2. 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.
- 25. Survival of Clauses**
- 25.1. **Survival.** Clauses 14 (Warranties), 18 (Data Protection), 19 (Confidentiality and Announcements), 15 (Liability), 17 (Consequences of Termination), 26.1 (Notices) and 23 (Governing Law) shall survive the expiry or termination of this Agreement.
- 26. GENERAL**

- 26.1. **Notices.** EITC will consider the Customer's consent to have received notices from EITC if EITC contacts the Customer at the latest postal address, email or SMS the Customer has given to EITC.
- 26.2. **Assignment and Subcontracting.** EITC may subcontract the performance of any of its obligations under this Agreement, but without relieving EITC from any of its obligations to the Customer. Neither Party shall assign its rights and obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld). This Agreement will be binding on, and continue to the benefit of, the Parties and their successors and permitted assigns.
- 26.3. **Entire Agreement.** This Agreement:
- 26.3.1. supersedes all prior oral or written understandings and/or representations between the Parties on this subject matter (unless specifically incorporated into the Agreement);
  - 26.3.2. constitutes the entire Agreement with respect to its subject matter; and
  - 26.3.3. shall not be amended other than in accordance with the terms of this Agreement.
- 26.4. **No Waiver.** Except as otherwise specifically provided in this Agreement, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Agreement will operate as a waiver of any right, power or privilege.
- 26.5. **Severance.** If any provision of the Agreement is held to be or becomes illegal, invalid or unenforceable in any respect, it will be severed from the Agreement and shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement. The Parties will use reasonable endeavours to negotiate in good faith with a view to replacing the illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.
- 26.6. **Survival of Obligations.** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 26.7. **Capacity.** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Agreement.

## Service Schedule

This Service Schedule is applicable to a Service Order for the applicable Service(s) which has been submitted by Customer, and accepted by EITC, in accordance with the General Terms and Conditions (collectively, the Agreement).

### ENTERPRISE MOBILE – SERVICE SCHEDULE

#### 1. DEFINITIONS

**Content** means any content including any information or material such as applications, games, data, text, images, graphics, video, messages, answers, questions, comments, suggestions, hints, strategies, flash, concepts, designs, ideas, plans or orders, data, video, sound, music, photographs, software, tones, name or trademark and any modified or updated versions thereof.

**Device** means an electronic tablet or other electronic device that is able to use a SIM.

**Handset** means a mobile handset.

**Metallic Number(s)** means a mobile phone number with a unique number sequence which attracts higher fees and comprises diamond, gold, silver and bronze mobile phone numbers.

**Post-Paid plan** enables Customers to access EITC mobile services by making payment in arrears on a monthly basis.

**Pre-Paid plan** enables the Customer to access EITC mobile services by making payment in advance by means of scratch cards or electronic top-ups.

#### 2. CUSTOMER TERMS

- 2.1. This Service Schedule applies to mobile services provided by EITC to enterprise customers.
- 2.2. The General Terms apply to this Service Schedule.
- 2.3. In the event of conflict between the General Terms and this Service Schedule, the order of priority shall be as stated in the General Terms.
- 2.4. If a provision of this Service Schedule gives EITC the right to suspend or cancel the Customer's Service, that right is in addition to EITC's rights to suspend or cancel under the General Terms.

#### 3. DU MOBILE SERVICES

- 3.1. Our mobile service gives you:
  - 3.1.1. access to our mobile telecommunications network (which includes either voice, data or both depending on the selected mobile plan); and
  - 3.1.2. a mobile phone number,  
**(Mobile Services).**
- 3.2. Our Mobile Services comprise the following products and services:
  - 3.2.1. Pre-Paid and Post-Paid mobile plans; and
  - 3.2.2. data SIM.

#### 4. CONNECTION AND SERVICE ACTIVATION

- 4.1. The Customer agrees that within 30 days of activation of a SIM, or transfer of a SIM to a new End User, the Customer will provide EITC with a list of the names, ID (type and number) and nationality of all its End Users. Following a request from EITC in respect of a specific SIM MSISDN, the Customer further agrees to provide EITC, within 24 hours, a clear copy of the End User's ID. For the purposes of this paragraph, "ID" means any one of the following: UAE National ID; valid passport (showing ID and residence visa if relevant); GCC national ID or any other ID which may be required in order to comply with the laws and/or regulations of the UAE. This information is required to comply with legal and regulatory requirements and a failure to provide the information within the time limit will result in the SIM being deactivated.

#### 5. SIM CARDS AND REPLACING SIM CARDS

- 5.1. Any SIM card EITC supplies as part of the mobile service belongs to EITC, and the Customer agrees that it will take good care of it. EITC will replace free-of-charge any SIM card which is defective through faulty design or workmanship, but otherwise may charge for replacement SIM cards.

#### 6. INTERNATIONAL ROAMING SERVICES

- 6.1. International roaming is automatically available with Post-Paid plans. For Pre-Paid plans, please contact Customer Care to activate international roaming prior to leaving the UAE.
- 6.2. International roaming relies on the telecommunication networks of foreign carriers over which EITC has no control and for this reason EITC cannot guarantee quality or availability of Mobile Services when roaming.
- 6.3. The Customer may have to provide a roaming deposit in order to use roaming. EITC may retain any roaming deposit for up to 60 days after the roaming has been cancelled. EITC may also use the Customer's deposit against any amounts due for the Customer's Mobile Services.
- 6.4. When the Mobile Services are used outside the UAE the Customer and any End User is responsible for complying with all local laws and regulations governing such use.
- 6.5. Some discounts available on the Tariff Guide, or certain Mobile Services, will not be available to the End User whilst roaming. Please refer to the Application or visit [www.du.ae](http://www.du.ae) for details.

## 7. HANDSETS AND DEVICES

- 7.1. Certain Handsets/Devices are available for purchase by installments and a minimum commitment term shall apply. The Customer has the option to choose from a variety of different commitment periods (the **Installment Term**). If the Customer terminates the service before the end of the Installment Term, the Customer remains liable for any outstanding instalments for the Device/Handset and the recurring charges until expiry of the Installment Term.
- 7.2. All Devices/Handsets provided by EITC to the Customer remain the property of EITC until full payment has been made by the Customer.
- 7.3. The charges payable by the Customer for:
  - 7.3.1. the price of the Handset/Device; and
  - 7.3.2. the recurring charges,will depend on which Installment Term the Customer has chosen. Please refer to the Customer's Application for the prices and details.
- 7.4. EITC may terminate the service if the Device/Handset is not in use for more than one (1) month. The Customer remains liable for any outstanding charges until expiry of the Installment Term.
- 7.5. EITC is not liable if the Device/Handset does not work. Standard manufacturer warranties apply and the Customer should contact its warranty supplier.
- 7.6. The Customer's ability to use certain services and features will depend on the features and functionality of the Handsets/Devices used by the End Users. If the Mobile Service plan provides access to pre-paid wallets then the pre-paid wallets can be used by the End Users by using the prefix \*. The cost of outgoing calls, SMS or MMS will not be charged to the Customer's postpaid accounts nor be shown in the postpaid billing statement. The Customer or the End User can top up the pre-paid wallet in the same way as for a Post-Paid plan. Please refer to the most recent Tariff Guide for prices. If credit limits have been applied the pre-paid wallet will not be available for use if the Customer, or one of its End Users, line is barred or suspended.

## 8. NO BUNDLE NO BROWSING

- 8.1. The No Bundle, No Browsing policy (**No Bundle, No Browsing**) applies to all Mobile Services in the UAE.
- 8.2. Under the No Bundle No Browsing policy, after the Customer's data bundle has reached the subscribed limit, the Customer will not be able to access or use data services (e.g. internet) unless and until the Customer has agreed to purchase additional data. This will enable Customers to manage their data usage and to be aware of potential data charges. EITC shall notify the Customer in accordance with clause 9.1 and 9.2 below prior to the data bundle reaching its limit.
- 8.3. The No Bundle, No Browsing policy applies:
  - 8.3.1. nationally. Please contact EITC Customer Care to enquire about our international roaming data bundles which may be available to you when you travel overseas;
  - 8.3.2. as a bundle. The Customer's administrator is authorised to allocate the data bundle among End Users at its discretion; and
  - 8.3.3. for a continuous period from the time of successful activation by the Customer until the selected bandwidth is fully utilised.

## 9. DATA BUNDLES

- 9.1. Each data bundle has a monthly recurring charge depending on the bandwidth included within the data bundle. Additional charges will apply if the End User elects to subscribe for additional data if the allocated bandwidth limit is reached before the end of each month. The charges for the additional data will be notified to the End User when the End User selects the additional data.

- 9.2. Pre-Paid Customers can check their data usage through the web self-care portal (available at [selfcare.du.ae](http://selfcare.du.ae)).
- 9.3. The Customer is fully liable to pay all charges irrespective of any usage limits.

## 10. CONTENT

- 10.1. EITC is not responsible for any Content transmitted through the Services. The Customer is solely responsible for determining the suitability of all accessed Content.
- 10.2. EITC may establish size limits for transmission of emails and individual storage capacity for Content on its network.
- 10.3. Content downloaded by the Customer through the Mobile Services may be subject to EITC's or third party copyright or other intellectual property rights, and is provided to the Customer subject to those rights. The Customer shall not access or use any Content in a manner that may infringe the intellectual property rights of any third party or EITC.
- 10.4. Any downloaded or saved Content is done so at the Customer's own risk and EITC accepts no responsibility for corruption or loss, or for any damage to the Customer's equipment. EITC shall not be liable to the Customer for any technical problems arising from, or connected to, use of content or for any delay for non-transmission of content.
- 10.5. EITC may at its 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 EITC stores Content for the Customer, EITC reserves the right to remove such Content for legal or regulatory reasons.

## 11. ACCESS TO CONTENT AND SECURITY OF DATA

- 11.1. In accordance with TRA policy, EITC is required to block access to content that is objectionable on the grounds of public morality, public order, public and national security, national harmony, Islamic morality, or which is otherwise prohibited by law. All requests to block or unblock access to content should be addressed to [SafeSurf@du.ae](mailto:SafeSurf@du.ae).
- 11.2. Other than as required by UAE law and regulations, the Services are provided by EITC on the basis of an open system where no filters, firewalls or blocked ports are implemented. The Customer acknowledges and accepts that it is the Customer's responsibility to protect the Customer's hardware and 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.

## 12. METALLIC NUMBERS

- 12.1. If a Metallic Number is provided to an individual Customer as part of a business mobile plan, the individual must retain the Metallic Number under the relevant plan for a Fixed Term of 24 months from the date of activation.
- 12.2. At the end of the Fixed Term, if the Customer does not wish to continue on the existing business mobile plan, the Metallic Number must be either:
  - 12.2.1. returned to EITC; or
  - 12.2.2. activated as a consumer mobile plan with the applicable monthly recurring charges for the relevant category of Metallic Number (eg, Diamond Plan, Gold Plan, Silver Plan, Bronze Plan) for a Fixed Term of 12 months. The relevant pricing for those plans is available at [www.du.ae](http://www.du.ae)
- 12.3. In addition to EITC's rights to recall numbers as set out in the General Terms, if the Metallic Number is misused or inappropriately allocated to the Customer (eg, by way of fraud), then EITC may immediately recall the Metallic Number without any further liability to the Customer.

## 13. MOBILE PLAN SPECIFIC TERMS

- 13.1. Additional specific terms and conditions (including the pricing) that applies to a particular mobile plan are specified on EITC's website at <http://www.du.ae/en/terms-and-conditions>.

## 14. MOBILE NUMBER PORTABILITY

- 14.1. If the Customer ports a mobile number(s) from another operator (**Donor Operator**) to EITC the terms in this clause 14 apply.
- 14.2. Any existing credit on a Pre-paid plan may be lost with porting. All refunds of credit or other matters regarding your plan are subject to the terms of the conditions of the Donor Operator and EITC is not responsible for any refunds or credit.
- 14.3. Any porting request is for the number(s) identified in the Service Order only. Any additional value added services or benefits associated with the number(s) will not be ported.
- 14.4. The following limitations may apply as a result of porting the number:
  - 14.4.1. partial service limitations may occur between activation of EITC's SIM and activation of the port by the Donor Operator. Any calls made during this period may be prematurely terminated;
  - 14.4.2. for Pre-paid plans, international roaming services may be limited by the Donor Operator; and

- 14.4.3. for Post-paid plans, accessing shared-revenue services may be limited (e.g. services where the revenue received by the Donor Operator is shared with the entity supplying the service).
- 14.5. The Customer remains liable to the Donor Operator for all outstanding charges that may be due (eg, early termination charges, monthly rental charges or any other types of charges).
- 14.6. This porting request can be cancelled by the Customer or EITC at any time before sending the porting request to the Donor Operator. The Customer cannot cancel the porting request after EITC has sent the porting request to the Donor Operator.
- 14.7. The Customer may again port an already ported number after 30 days from the last successful port. EITC may refuse to undertake further porting of previously ported numbers if the porting request occurs within a 30 (thirty) day period.
- 14.8. The Customer can request to port back their number(s) to the Donor Operator within 3 working days from a previously activated port.
- 14.9. A secondary number can only be ported at the same time as the corresponding primary number. If a secondary number is not ported at the same time as the corresponding primary number, then any services provided on the secondary number may be lost. Porting of a secondary number only is not allowed, unless it is transferred to a primary number first.

## M2M CONTROL PLATFORM – SERVICE SCHEDULE

### SERVICE SCHEDULE

This Service Schedule is applicable to a Service Order for the applicable M2M Control Platform Service(s) which has been submitted by Customer, and accepted by EITC, in accordance with the General Terms and Conditions (collectively, the Agreement).

This Schedule govern the Customer's access and use of the Service portal which can be accessed via <https://m2m.du.ae> ("Site") and the Services (as defined below at Clause 1.1). By continuing to use the Site and/or any of the Services, you agree to be bound by the terms of this Schedule and the Agreement.

#### 1. DEFINITIONS

**Access Information** means the access information that we require from you before entering certain parts of the Site for which you have registered, which may be a username, password, or Customer mobile phone number.

**API** means a set of functions and procedures allowing the use of the features of the Service by the Customer to connect to the Customer's back end systems.

**Content** means any information or data displayed on the Site such as SIM information and data usage.

**EITC Group** means EITC Group and any company or other entity in which EITC Group owns (directly or indirectly).

**Handset** means a mobile handset.

**Services** has the meaning given to it in Clause 2.1.

**Trade Marks** means the word or mark "EITC", however represented, including stylized representations, all associated logos and symbols, and combinations of the foregoing with another word or mark.

#### 2. USE OF SERVICES

- 2.1 The Customer can request to port back their number(s) to the Donor Operator within 3 working days from a previously activated port.
- 2.2 The Customer acknowledges and agrees that the Customer is only permitted to use the Site and the Services as expressly set out in this Schedule.
- 2.3 The Customer agrees that the Site and the Services are for the Customer's internal business use only and that any other use is prohibited.
- 2.4 The Customer may not:
- 2.4.1 license, or sell, any of the Site or Services or any information learned by the Customer whilst using the Services or accessing the Site
  - 2.4.2 remove, or obscure in any way anything on the Site and/or the Services or otherwise use any material obtained whilst using the Site and/or the Services except as set out in this Schedule;
  - 2.4.3 reverse engineer or decompile (whether in whole or in part) any software used in the Site and/or the Services (except to the extent expressly permitted by applicable law);
  - 2.4.4 remove, obscure or change any copyright, trade mark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Site or obtained as a result of the Services, or

- 2.4.5 purchase any SIM cards nor further offer the Service to any non-registered UAE entity.
- 2.5 The customer may only use the APIs to connect the Site to its own end system. If it is discovered that the APIs or the use of APIs have been extended to any other entity outside UAE or to a system which does not belong to the Customer, EITC reserves the immediate right to disconnect the Service.
- 2.6 Any use of caching, http accelerators such as Harvest, Squid, Netscape proxy or Microsoft Catapult, or similar technology is permitted, however, the Customer has the responsibility of ensuring it is a viewing the most recent version of the web-page or content.
- 2.7 The Customer acknowledges that access to the Site and/or the Services may be restricted at the sole discretion of EITC.
- 3. **CUSTOMER OBLIGATIONS**
  - 3.1 The Customer warrants that it is authorized to access and use the Site and Services.
  - 3.2 The Customer warrants that it will only use the Site and the Services in accordance with this Schedule and in an appropriate and lawful manner and by way of example and not as a limitation that the Customer shall not (and shall not authorize or permit any other party to):
    - 3.2.1 receive, access or transmit any Content which is obscene, pornographic, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right (including copyright) or otherwise objectionable or unlawful;
    - 3.2.2 circumvent user authentication or security of any host, network or account (referred to as "cracking" or "hacking") nor interfere with service to any user, host or network (referred to as "denial of service attacks") nor copy any pages or register identical keywords with search engines to mislead other users into thinking that they are reading EITC's legitimate web pages (referred to as "page-jacking") or use the Site or the Services for any other unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability and EITC will at its absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;
    - 3.2.3 use the Site and/or the Services to advertise or offer to sell any goods or services for any commercial purpose without EITC's prior written consent;
    - 3.2.4 knowingly or recklessly transmit any electronic content (including viruses) through the Site and/or the Services which shall cause or is likely to cause detriment or harm, in any degree, to computer systems owned by EITC, its customers, suppliers or other Internet users;
    - 3.2.5 hack into, make excessive traffic demands, deliver or forward chain letters, "junk mail" or "spam" of any kind, surveys, contests, pyramid schemes or otherwise engage in any other behavior intended to inhibit other users from using and enjoying the Site and/or the Services or any other web site, or which is otherwise likely to damage or destroy EITC's reputation or the reputation of any third party.
- 4. **ACCESS INFORMATION**
  - 4.1 The Customer can request to port back their number(s) to the Donor Operator within 3 working days from a previously activated port.
  - 4.2 The Customer's account is to be used by a single user only and the Customer will not allow simultaneous access using the same Access Information. The Customer acknowledges that it is responsible for ensuring that no unauthorized access to the Site and the Services is obtained using the Customer's Access Information and that the Customer is liable for all such activities conducted through the Customer's account whether authorized or not. If the Customer is able to choose Access Information, the Customer must not use words that are obscene, abusive or likely to cause offence.
  - 4.3 As the registered user of the account, the Customer will:
    - 4.3.1 keep the Customer's Access Information secure and not let it become public knowledge and ensure that the Customer's Access Information will not be stored anywhere on a computer or the Customer's mobile phone in plain text;
    - 4.3.2 provide true, accurate, current and complete information in all fields indicated as compulsory when registering as a registered user;
    - 4.3.3 if the Customer's Access Information becomes known to any other unauthorized user the Customer's must inform EITC immediately.
  - 4.4 Once the Customer has 'signed-in' to any secure areas of the Site, where the Customer is requested to provide the Customer's Access Information, the Customer must not at any time leave the Internet terminal or device from which the Customer has accessed the Site and the Services or let anyone else use the Internet terminal or device until the Customer has logged out of the secure area of the Site and the Services. The Customer will be responsible for ensuring that the Customer has logged out of the secure area at the end of any session.
  - 4.5 The Customer must make sure that no-one else will be able to observe or copy the Customer's access or get access to the Site and the Services pretending to be the Customer.
- 5. **PROPRIETARY RIGHTS**



- 5.1 All Trade Marks used on the Site and/or the Services are the Trade Marks of EITC Group or one of the EITC Group companies or a third party whose trade marks EITC is authorized to use on this Site. The Customer shall only make fair use of the Trade Marks and will not use the Trade Marks, whether design or word marks: (1) as or as part of the Customer's own trade marks; (2) in a manner which is likely to cause confusion; (3) to identify products to which they do not relate; (4) to imply endorsement or otherwise of services to which they do not relate; or (5) in any manner which does or may cause damage to the reputation of EITC or the Trade Marks or third parties whose Trade Marks are used.
- 5.2 The Customer acknowledges and agrees that the Services and the Site or any part thereof, whether presented to the Customer by EITC or any third party are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. All rights are expressly reserved.
- 5.3 The Customer is only allowed to use the Site and the Services as set out in these Terms and nothing on the Site and/or the Services shall be construed as conferring any license or other transfer of rights to the Customer of any intellectual property or other proprietary rights of EITC, any member of the EITC Group or any third party, whether by estoppel, implication or otherwise.
- 6. COSTS**
- 6.1 The Customer will need to provide all equipment necessary to access the Site on the Internet and be liable for payment for the local telephone call charges at the rates published by the telephone operator with whom the Customer makes its local calls or any other Internet access charges to which the Customer may be subject. If the Customer's equipment does not support relevant technology including but not limited to encryption the Customer may not be able to access certain information on the Site.
- 7. LIABILITY FOR CONTENT**
- 7.1 It is the Customer's sole responsibility to satisfy itself prior to using the Site in any way that they are suitable for the Customer's purposes and up to date. The Content is periodically updated and the Customer should check the Site regularly to ensure that the Customer has the latest information. The Customer should also refresh its browser each time it visits the Site s to ensure that the Customer downloads the most up to date version of the Site.
- 7.2 The Site is provided on an "as is" basis. Although every effort has been made to provide accurate information on these pages, EITC makes no warranty, expressed or implied, or assume any legal liability (to the extent permitted by law) or responsibility for the suitability, reliability, accuracy or completeness of the Content or any part thereof contained on the Site.
- 8. LIABILITY FOR THIRD PARTY CONTENT**
- 8.1 Subject to Clause 10, the Customer agrees that EITC does not generally and is not required to monitor or edit the use to which the Customer or others use the Site and EITC is excluded from all liability of any kind arising from the use of the Services, and in particular but without limitation to the foregoing, the nature of any Content. Notwithstanding the foregoing, EITC reserves the right to edit, bar or remove any Content, at any time as EITC in its sole discretion believes to be necessary in order to prevent any breach of these Terms of this Agreement or any breach of applicable laws or regulations.
- 9. VARIATION**
- 9.1 EITC reserves the right to modify the Site or suspend or terminate the Site and/or the Services or access to part or all of them at any time.
- 10. MONITORING/RECORDING OF COMMUNICATIONS**
- 10.1 Monitoring of the Customer's emails or other communications may take place in accordance with the law, and in particular for EITC's business purposes, such as for quality control and training, to prevent unauthorized use of EITC's telecommunication systems and to ensure effective systems operation and in order to prevent or detect crime.
- 11. TERMINATION**
- 11.1 EITC may elect to suspend the Site immediately and without prior notice at any time for repair or maintenance work or in order to upgrade or update the Site and the Services or for any other reason whatsoever.

## BULK SMS AND SHORT CODE SERVICE

### SERVICE SCHEDULE

This Service Schedule is applicable to a Service Order for Bulk SMS which has been submitted by Customer, and accepted by du, in accordance with the General Terms and Conditions (collectively, the Agreement).

#### 1. DEFINITIONS

**Bulk SMS** means the sending of a single SMS at one time to multiple recipients.

**du Portal** means the du web portal at <https://du.mnmi.ae/MOITool> to which the Customer is required to upload information regarding the End User of the Short Code.

**Sender ID** means the name linked to the Short Code which is visible to the recipient of any Bulk SMS.

**Short Code** means the allocated code (four digit number) from which the Bulk SMS is sent.

#### 2. SERVICE DESCRIPTION

- 2.1. This Service Schedule applies to the Bulk SMS Short Code Service provided by du to enterprise customers (**Customers**). The Bulk SMS Short Code Service enables Customers to send bulk SMS from Short Code(s) provided by du.

#### 3. REQUIRED INFORMATION FOR SHORT CODE END USER

- 3.1. **Mandatory information.** The Customer MUST ensure that it provides all required information regarding the End-user who is using each Short Code to send Bulk SMS. This information MUST be uploaded to the du Portal. du may refuse to allocate a Short Code if this information is not uploaded.
- 3.2. **Termination if information not provided.** If the Customer fails to provide the required information to the du Portal, du may immediately without any liability to the Customer suspend the Short Code until such information is provided or terminate the Short Code for use by the Customer.

#### 4. SMS USE AND MONITORING

- 4.1. **Unused SMS.** If the monthly number of SMS allocated to the Customer is not used in any month, unused SMS cannot be carried forward to the next month.
- 4.2. **Monitoring and suspension.** du may monitor the capacity and performance of the du telecommunications network prioritize the conveying of SMS messages in any order. du may also temporarily suspend the Customer's allocated Short Codes specified in the Service Order (Allocated Short Codes), without liability to the Customer, if at any time the number of SMS is causing congestion or an error in functionality in the du network.
- 4.3. **Content of SMS.** Customer is solely liable for the content of all SMS sent by Customer using the Bulk SMS and Short Code Service. du shall have no liability for any failure of the Customer to fulfill any obligations the Customer has to the Customer's End-users in respect of content contained in SMS messages sent by the Allocated Short Codes.
- 4.4. **Receipt of SMS.** du cannot guarantee that all SMS sent by Customer using the Service will be received by the intended recipients. SMS may not be received for a variety of reasons (for example, the mobile number may be incorrect).
- 4.5. **Transmission Rate.** The maximum rate at which SMS will be transmitted on behalf of the Customer from the Allocated Short Codes per second is specified in the Service Order (Transmission Rate). The Transmission Rate is indicative only. If Customer attempts to increase the specified Transmission Rate all excess SMS will be rejected. The specified Transmission Rate may be reduced by du by giving prior notice to the Customer..
- 4.6. **SMS charges.** du shall set the End-user charge for sending SMS to an Allocated Short Code. These charges shall be set by reference to the intended use of the Allocated Short Code and communicated to the Customer.

#### 5. CUSTOMER OBLIGATIONS

- 5.1. The Customer must:
- 5.1.1. provide (at its own expense) and configure all customer premises equipment (CPE) necessary to send Bulk SMS to the du short message service centre (SMSC);
  - 5.1.2. ensure that all CPE fully complies with all technical specifications notified to Customer by du;
  - 5.1.3. arrange, at its own expense, connectivity between the Customer's CPE and the du SMSC gateway located at 80.227.223.132, or such other address as du may notify from time to time;
  - 5.1.4. participate in any testing procedures that may be reasonably requested by du or any agent, affiliate or contractor of du or any third party operator;
  - 5.1.5. provide du and any employee, agent, affiliate or contractor of du and any third party with all information and assistance that person may reasonably require to design, price, arrange, test, commission and maintain the Bulk SMS and Short Code Service;

- 5.1.6. procure all permissions, licences, waivers, consents, registrations and approvals necessary for or reasonably considered desirable by du to provide the Bulk SMS and Short Code Service;
- 5.1.7. provide and upgrade its CPE as necessary to support the Bulk SMS and Short Code Service; and
- 5.1.8. use the Sender ID in an appropriate manner and take all reasonable steps to prevent fraudulent, improper or illegal use of the Sender ID and the Bulk SMS and Short Code Service.
- 5.2. Customer fully indemnifies du, and shall keep du indemnified against all losses, damages, claims, cost and expenses (including third party claims) incurred by du that arise in connection with:
  - 5.2.1. the content of any SMS sent by Customer using the Bulk SMS and Short Code Service;
  - 5.2.2. the use and transmission by du of the Sender ID; and
  - 5.2.3. any breach of paragraph 5.1.8 above.
- 5.3. du shall not be responsible for any faults or interruptions in the Bulk SMS and Short Code Service or any inability of the Customer to access the Bulk SMS and Short Code Service where this is caused by a failure of Customer to perform its obligations under this clause 5, the General Terms and Conditions or any failure, inadequacy or incompatibility of or in any CPE that connects to the du network.
- 5.4. The Customer must inform its End-users that the Customer (and not du) is responsible for the content contained in the SMS sent from the Allocated Short Code(s) and that the Customer is responsible for following up on the End-user SMS sent to the Allocated Short Code(s). In the event that the End-users contact the du Call Centre in error, by way of penalty, du may charge the Customer AED38 per call received in excess of five (5) calls per day.
- 6. COMPLIANCE WITH REGULATORY REQUIREMENTS
  - 6.1. The Customer must, and must ensure that all End-users, comply with all applicable laws and regulations including the Unsolicited Electronic Communications Regulatory Policy v1.0 and Mobile Spam Annex (Regulatory Policy) available at <http://tra.gov.ae/TRA%20Regulations.php>. du is required to include Article 7 to the annex to Regulatory Policy within its Customer terms and it is attached as Appendix 1 to this Service Schedule. The Customer acknowledges and agrees that it has read the Regulatory Policy and agrees that it shall ensure that it and its End-users comply with its terms.
  - 6.2. The Customer must, and must ensure that all End-users, ensure that the content of all Bulk SMS complies with the moral norms of the UAE and is not defamatory, obscene, sexually explicit, abusive or offensive.
  - 6.3. du may pass on any direct losses incurred by du as a result of the Customer's failure to comply with any regulatory requirements, including requirements regarding the information to be provided to du to identify the sender of Bulk SMS. Such losses will be communicated to the Customer and added to the Customer's invoices.

#### APPENDIX 1 TO SERVICE SCHEDULE – BULK SMS AND SHORT CODE SERVICE

#### ARTICLE 7 OF ANNEX 1 TO THE UNSOLICITED ELECTRONIC COMMUNICATIONS REGULATION

- 7. Messaging Services Customers
  - 7.1. The Licensees shall ensure that all the requirements set out in the Unsolicited Electronic Communications Regulatory Policy and in this Annex are reflected in the terms and conditions of their Existing Messaging Services Contracts and New Messaging Services Contracts, as well as in any acceptable use policies.
  - 7.2. Without prejudice to Article 7.1 above, and subject to Article 2.3, Licensees shall, within 6 months of the date on which this Annex will come into force, review and where appropriate, amend the terms and conditions of their Existing Messaging Services Contracts, and any acceptable use policies, to ensure that they are compatible with and reflect the requirements of the Unsolicited Electronic Communications Policy and this Annex.
  - 7.3. Without prejudice to Articles 7.1 and 7.2 above, the Licensees shall include the following provisions in all Existing Messaging Services Contracts and New Messaging Services Contracts:
    - 7.3.1. the Messaging Services Customer shall not initiate, send or facilitate sending Mobile Spam;
    - 7.3.2. Consent shall be sought from Recipients in accordance with the provisions of the Unsolicited Electronic Communications Regulatory Policy and this Annex before any Marketing Electronic Communications are sent by the Messaging Services Customer;
    - 7.3.3. effective Unsubscribe facilities shall be made available to Recipients in accordance with the provisions of the Unsolicited Electronic Communications Regulatory Policy and this Annex;
    - 7.3.4. Mobile Text Messages containing Marketing Electronic Communication shall not be sent between the hours of 9:00pm and 7:00am;
    - 7.3.5. the Messaging Services Customer shall not send a request to a Recipient for Consent using Mobile Text Messages or voice calls;

- 7.3.6. Marketing Electronic Communications using Mobile Text Messages shall not be sent to Recipients encouraging them directly or indirectly to call or send a short message or other electronic communication to a premium rate number;
- 7.3.7. all of the Licensee's Messaging Services Contracts shall provide that the provisions of the Unsolicited Electronic Communications Regulatory Policy and this Annex (including the provisions of this Article 7) are incorporated by reference as terms into those contracts, as applicable, and that it shall be a breach of those contracts if the customer breaches any applicable provision of the Unsolicited Electronic Communications Regulatory Policy or of this Annex (including the provisions of this Article 7). Those contracts will provide that such breaches may give rise to the appropriate penalties or liquidated damages as appropriate, and contract suspension and termination.

#### **Definitions**

**"Consent"** means the consent or approval by a Recipient to receive Electronic Communications, as required by this Regulatory Policy or the Annexes issued under it.

**"Electronic Address"** means a number or alphanumeric string by which a Recipient of an Electronic Communication can be identified and contacted on a particular type of Telecommunications Network, such as an electronic mail address, URL, SIP or a telephone number.

**"Electronic Communications"** means the communications conveyed by means of a Telecommunications Network to an Electronic Address.

**"Licensee Messaging Services"** means services pursuant to which a Licensee, on behalf of a Messaging Services Customer, sends Mobile Text Messages simultaneously to more than one Recipient.

**"Marketing Electronic Communications"** means a form of Electronic Communications sent: (a) with the purpose of offering to supply goods, services or business opportunity; (b) with the purpose of advertising or promoting: goods, services or business opportunities; or (c) for any other purpose designated by the TRA.

**"Messaging Services Customer"** means a customer who enters in to a contract with a Licensee for the provision of Licensee Messaging Services.

**"Mobile Spam"** means Spam sent as a Mobile Text Message.

**"Mobile Text Message"** means a message transmitted between mobile telephone devices over a Public Telecommunications Network, including but not limited to messages sent using a Short Message Service (SMS) or a Multimedia Messaging Services (MMS).

**"Recipient"** means a person who receives Electronic Communications via or at an Electronic Address.

**"Spam"** means Marketing Electronic Communications sent to a Recipient without obtaining that Recipient's Consent.

**"Unsubscribe"** means the option for a Recipient who has previously indicated that the Recipient does want to receive communications, to indicate instead that the Recipient does not want to receive communications.