



Point of Sales (POS) Agreement - General Terms and Conditions

1. DEFINITIONS

Agreement means these POS terms and conditions.

Applicable Laws and Regulations means all national, Federal, emirate, provincial, local and municipal legislations, regulations, statutes, by-laws, decrees, orders of any relevant governmental authority and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the POS' activities contemplated under this Agreement, including without limitation the RRM Regulations.

Airtime Credit means airtime credit credited to a Pay Mobile SIM in consideration for the POS selling du Products and Services in accordance with any incentive plan communicated by du to the POS from time to time.

Customer means a du customer who purchases the Products and Services.

Customer Data has the meaning given to it in clause 6.2 below.

Customer Documentation means the Customer ID, signed application form and all other documentation required by du from a Customer in order for that Customer to receive a Service.

du Partner means a du authorised master retailer who is authorised to distribute Products and Services to dealers in the United Arab Emirates.

Infraction Policy means the infraction policy issued and amended by du from time to time, a current version of which is attached in Schedule 2.

Pay Mobile SIM means a SIM provided by du to the POS to enable du to credit Airtime Credit to the POS in consideration for sales of Products and Services.

POS means point(s) of sale and refers to the locations at which the POS sells the Products and Services.

POS Location means the geographical location of the POS, set out in the particulars section of this Agreement.

POS Materials means the equipment, including but not limited to hardware, any video and audio equipment, and other materials provided by du to the POS (or any third party acting for and on behalf of the POS) at any time during the term of this Agreement, to enable the POS to register du Customers and perform its obligations under this Agreement. POS Materials provided by du to the POS at the time of entering into this Agreement are set out in the particulars section of this Agreement.

Products and Services means du products and services distributed to the POS by du or a du authorised Partner for sale at the POS outlets.

Retail Price means the official retail price for the Products and Services which the POS shall charge Customers as notified to POS by du from time to time.

RRM Regulations means the Regulatory Policy on Registration Requirements for Mobile Consumers – Registration of Mobile Sim Cards Points of Sale (PoS) issued by the TDRA, as amended from time to time, which is available at <https://tdra.gov.ae>.

Sellers means the employees of the POS set out in the particulars section of this Agreement, licensed to sell the Products and Services under the Applicable Law and Regulations.

TDRA means the Telecommunications and Digital Government Regulatory Authority.

2. APPOINTMENT AND ACKNOWLEDGEMENT

- 2.1. The parties agree that pursuant to this Agreement:
 - 2.1.1. du has provided to the POS the POS Materials to enable the POS to register Customers; and
 - 2.1.2. the POS may be eligible for Airtime Credit for the sale of du Products and Services; subject to the POS at all times complying with the terms of this Agreement.
- 2.2. The supply of Products and Services to the POS is not governed by this Agreement. The POS must:
 - 2.2.1. only receive Products and Services from an authorised du Partner or du for sale to Customers;

- 2.2.2. not supply any Products and Services to any other POS or other dealers and may only sell the Products and Services, for which it has been specifically authorized by du, at the POS Location, using Sellers.
- 2.3. du is not responsible or liable for the supply of Products and Services to the POS, unless otherwise agreed in writing by the Parties.

3. PROVISION AND INSTALLATION OF POS MATERIALS

- 3.1. The POS acknowledges and agrees that:
 - 3.1.1. it has received, and has installed, the POS Materials;
 - 3.1.2. it is only authorised to sell du Products and Services at its outlet(s) on the terms of this Agreement at the Retail Price;
 - 3.1.3. the POS is responsible for all transactions made with the relevant MAC ID and/or host name allocated to the POS;
 - 3.1.4. the POS Materials are and remain the property of du and must not be transferred to any third party without the written consent of du;
 - 3.1.5. It has received the access log in details for the use of the POS Materials, it will only use the access log in details provided to it and it must not transfer them to any third party without the written consent of du;
 - 3.1.6. The POS Materials must only be used for the purposes of registering du Customers and only in accordance with this Agreement and the Applicable Law and Regulations;
 - 3.1.7. The POS will not interfere in any way, and will ensure that the Sellers will not interfere in any way, with any security features associated with the POS Materials;
 - 3.1.8. Its rights in relation to the POS Materials are limited to the right to operate and use the POS Materials for the purposes of selling the Products and Services as set out in this Agreement;
 - 3.1.9. It shall ensure that the POS Materials are not misused or damaged by the POS or the Sellers (fair wear and tear expected);
 - 3.1.10. It shall use the POS Materials only in accordance with du's instructions;
 - 3.1.11. If the POS Materials are damaged, the POS shall within 14 days notify du in writing providing full details of the location and the extent of the damage. du shall undertake its own repairs and charge the costs to the POS, unless otherwise agreed between the Parties in writing;
 - 3.1.12. If the POS Materials are lost or damaged beyond repair, the POS shall indemnify du for the value of the POS Materials and any other costs and expenses arising out of the loss or damage to the POS Materials;
 - 3.1.13. The POS shall return all POS Materials to du immediately upon request by du or on termination of this Agreement.
- 3.2. If the POS' sales activity relates to a mobile product, the POS agrees that it will:
 - 3.2.1. not provide a Customer with a mobile product until it has verified all the Customer Documentation as required under this Agreement and the Applicable Law and Regulations, and the Customer has been properly activated;
 - 3.2.2. comply with the RRM Regulations;
 - 3.2.3. ensure that the POS Materials are used only at the POS Location and by the Sellers to whom the POS Materials have been assigned to.

4. POS OBLIGATIONS

- 4.1. In consideration for the POS receiving the POS Materials and any Airtime Credit, the POS must:
 - 4.1.1. comply with all Customer Documentation requirements as set out in Schedule 1 or otherwise communicated by du to the POS after the date of this Agreement;
 - 4.1.2. have all necessary municipality or any other regulatory approvals, licences or consents or other requisite documentation, in respect to the marketing, promotion, distribution or sale of the Products and Services;
 - 4.1.3. ensure that the license issued by the relevant commercial departments in the Territory (such as the Department of Economic Development in Dubai) or any other criteria set out by a federal or local or government department in the Emirate where the POS operates includes permission to sell mobile SIM cards;
 - 4.1.4. not allow unauthorized usage or access to the POS Materials;
 - 4.1.5. not charge Customers any charges, mark-up or equivalent other than the Retail Price;



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- 4.1.6. not undertake, or allow to be undertaken, any unauthorised or fraudulent activation of Products and/or Services;
- 4.1.7. not engage in any fraudulent or illegal activities in the activation of any Products and/or Services;
- 4.1.8. comply promptly with du's policies and/or instructions, from time to time, regarding:
 - a) the sale of Products and/or Services; and
 - b) use of the Pay Mobile SIM; and
- 4.1.9. The POS will, and will procure that the Sellers will, at all times comply with the Infraction Policy, the Applicable Law and Regulations and, throughout the term of this Agreement, maintain valid and in good standing all necessary regulatory approvals, licences or consents or other requisite documentation, in respect to the marketing, promotion, distribution or sale of the Products and Services, as required under the Applicable Law and Regulations.
- 4.1.10. The POS shall notify du in writing immediately upon becoming aware of any actual, potential or alleged breach by the POS, or the Sellers, of Clause 4.1.9.

5. DU RIGHTS

- 5.1. du may conduct periodic audits of the POS activity undertaken under this Agreement for the purposes of verifying compliance of the POS with this Agreement, the Infraction Policy and the Applicable Law and Regulations. The POS shall provide all reasonable assistance as requested by du for the purposes of conducting such audit, including without limitation granting access to its premises, records and documentation.
- 5.2. If du becomes aware, or reasonably believes that the POS is not in compliance with this Agreement, the Infraction Policy or the Applicable Law and Regulations, du may:
 - 5.2.1. terminate this Agreement as set out in Clause 9.2;
 - 5.2.2. disable or remove the POS Materials from the POS;
 - 5.2.3. stop the supply and instruct authorised du Partners not to supply any further Products and Services to the POS;
 - 5.2.4. cancel any Airtime Credit applied to the Pay Mobile SIM;
 - 5.2.5. disconnect the Pay Mobile SIM; and/or
 - 5.2.6. report the POS and the Sellers to the relevant authorities.

6. SECURITY AND PRIVACY OF CUSTOMER DATA

- 6.1. The POS must at all times comply with the Customer Documentation requirements set out in Schedule 1.
- 6.2. The POS must only use information and documents given by a Customer (**Customer Data**) strictly as is necessary for performance of its obligations under this Agreement.
- 6.3. The POS must maintain and enforce safety and security procedures against the unauthorised use, destruction, loss or alteration of Customer Data in accordance with all Applicable Laws and Regulations.
- 6.4. The POS must:
 - 6.4.1. prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to the Customer Data;
 - 6.4.2. notify du immediately and comply with all directions of du if the POS becomes aware of any contravention of the data security requirements set out in this Agreement; and
 - 6.4.3. ensure that no Seller or other person engaged by the POS who has access to the Customer Data uses, discloses, transfers or retains such information provided under this Agreement, except in performing their duties of engagement.
- 6.5. du may conduct a security audit of the POS security measures that are in place to protect Customer Data and to register Customers. du will provide at least two (2) days' notice of any such audit, other than where du considers (in its sole discretion) that there exists a potential security risk that could have significant adverse impact on du's business.
- 6.6. If the results of the security audit indicate in du's reasonable judgement that the POS safeguards and security measures in place are inadequate and do not meet industry best practice standards, the POS must promptly take such reasonable steps as are necessary to improve the safeguards and security measures to at least the industry

standard identified as adequate in the security audit, and must provide to du regular status updates of its efforts.

- 6.7. The POS must return to du, or the relevant authorised du partner as instructed by du, all copies, however collected, of Customer Data upon termination of this Agreement. The POS must not retain any records, except where required by law, in relation to Customers.

7. AIRTIME CREDITS TO BE PROVIDED TO POS

- 7.1. Subject to the POS accepting the applicable terms and conditions for use of the Pay Mobile SIM, du may provide the POS with a Pay Mobile SIM to enable the POS to receive Airtime Credit from du in consideration for the sale of the Products and Services. The Airtime Credit shall be applied after du has received correct confirmation of the activations of Products and Services made by the POS.
- 7.2. du shall communicate the value of any Airtime Credits to be rewarded to the POS as a result of the sale of any Products and Services by the POS. du may (without the consent of the POS being required) amend the value or withdraw the Airtime Credits at any time, including, but not limited to, if the POS does not comply with the Customer Documentation requirements, the Applicable Laws and Regulations, or any provision of this Agreement.

8. du TRADEMARK

- 8.1. The POS must not use any du trademarks, names or similar material other than in accordance with du's instructions or guidelines.
- 8.2. The POS must immediately notify du of any infringement or suspected infringement of any du trademarks or any other intellectual property rights in or relating to specified Products.

9. TERM AND TERMINATION

- 9.1. This Agreement shall commence on the Agreement commencement date.
- 9.2. du may terminate this Agreement without notice and with immediate effect if:
 - 9.2.1. the POS commits any material breach of this Agreement and if such a breach is remediable, fails to remedy the breach within seven (7) days of being notified of the breach by du;
 - 9.2.2. the POS fails to comply with its obligations in relation to Customer ID or the Applicable Laws and Regulations;
 - 9.2.3. du becomes aware that the POS is obtaining Products or Services other than from du or an authorised du partner;
 - 9.2.4. the POS assigns or attempts to assign its rights or obligations under this Agreement.
- 9.3. Notwithstanding clause 9.2 above, du may terminate this Agreement for convenience at any time upon 7 days written notice to the POS. POS must immediately discontinue selling du's Products and services and using du trademark once it receives a termination notice.
- 9.4. The Parties acknowledge and agree that a Court order will not be required to give effect to any termination of this Agreement.

10. INDEMNITY

- 10.1. Without prejudice to any other rights and remedies available to du under this Agreement or otherwise, the POS shall indemnify du on demand for any damages, losses, liability, fines, penalties, costs and expenses of whatever nature (including reasonable legal costs) (including without limitation any fines and penalties received from the TDRA) du may suffer as a result of:
 - 10.1.1. the POS or the Sellers' fraudulent acts or omissions;
 - 10.1.2. the POS breach of this Agreement; or
 - 10.1.3. the POS or the Sellers' failure to comply with any regulatory requirements regarding the sale, marketing and promotion of the Products and Services (including without limitation the requirements relating to customer identification and the RRM Regulations or any other policies or regulations from the TDRA, as may be issued from time to time).

11. GENERAL

- 11.1. **Confidentiality:** The POS undertakes to treat as confidential this Agreement and all information marked "confidential" or which may reasonably be deemed to be confidential supplied by du to the POS.
- 11.2. **Force majeure:** neither Party will be liable for any failure to perform or for breach of this Agreement caused by an event of force majeure, being any event that is outside the reasonable control of a Party.

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- 11.3. **Notices:** du will consider the POS to have received notices from du if du contacts the POS at the latest postal address, email or SMS the POS has given to du. Notices under this Agreement to du must be sent to the Chief Customer and Channels Officer, with copy to General Counsel and Senior Vice President of Legal Affairs, Al Salam Tower, Dubai Media City, Dubai.
- 11.4. **Partnership:** Nothing in this Agreement is intended to create a partnership, or joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other.
- 11.5. **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 the POS. The POS shall not assign its rights and obligations under this Agreement without the prior written consent of du.
- 11.6. **Entire Agreement:** This Agreement
- 11.6.1. supersedes all prior oral or written understandings and/or representations and agreements between the Parties on its subject matter (unless specifically incorporated into the Agreement);
- 11.6.2. constitutes the entire Agreement with respect to its subject matter.
- 11.7. **Variation:** This Agreement may be varied by du at its sole discretion by providing notice to the POS and publishing the varied version at <https://www.du.ae/terms-and-conditions>. The POS will be bound by such variation immediately from the date it is published. If any variations to this Agreement have a material adverse impact to the POS and the performance of its obligations under this Agreement, the POS may terminate this Agreement by providing du 7 days' written notice, provided such notice is given within 30 days of the date the variation to the Agreement was published by du.
- 11.8. **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.
- 11.9. **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.
- 11.10. **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.
- 11.11. **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.
- 11.12. **Further Assurance:** The POS shall, and shall procure that the Sellers or any relevant third party shall, promptly execute and deliver such documents and perform such acts as du may require from time to time for the purpose of giving full effect to, and ensuring the POS compliance with, this Agreement.
- 11.13. **Governing law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the Federal laws of the United Arab Emirates and the laws of the Emirate of Dubai. The parties submit to the exclusive jurisdiction of the courts of the Emirate of Dubai.



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SCHEDULE 1 – CUSTOMER DOCUMENTATION

a. OBLIGATIONS IN COLLECTING CUSTOMER DOCUMENTATION

1. The POS must ensure that it captures all the required Customer Documentation as set out in Paragraph b below.
2. The POS must ensure that it captures Customer Documentation completely and accurately.
3. The POS must verify the original Customer ID documents (as set out in b below) with the customer in person *prior* to the sale and activation of any Products and Services.
4. du may pass on to the POS, and the POS agrees to pay, any fines or charges imposed on du by a regulator, government entity, court or otherwise resulting from a failure by the POS to verify original ID document(s) or correctly completed Customer Documentation prior to providing du's Products and Services to Customers. du may pass on these fines or charges by way of set off against any Airtime Credit owing to the POS.
5. Failure to comply with clauses 1 to 3 of Schedule 1 may result in immediate termination of this Agreement without prejudice to any other rights and remedies as may be available to du.

b. CUSTOMER DOCUMENTATION

All documents must be original and a clear copy made. Acceptable ID Documents are as follows:

1. Pre-paid products: Pay as You Go

- 1.1 UAE Nationals:
 - 1.1.1 Valid and machine readable UAE passport; OR
 - 1.1.2 Valid Emirates ID issued from the UAE's Emirates Identity Authority.
- 1.2 Non-UAE Nationals:
 - 1.2.1 Valid Emirates ID issued from the UAE Emirates Identity Authority; OR
 - 1.2.2 Valid and machine readable passport with valid UAE VISA page (visit or residence VISA).
- 1.3 For holders of non-machine readable passports of any nationality OR for GCC nationals providing a valid GCC ID, the POS must not register the Customer or accept any Customer Documentation and must instead refer the Customer to any du retail shop.

2. Post-paid products

- 2.1 UAE Nationals:
 - 2.1.1 Valid and machine readable UAE passport; OR
 - 2.1.2 Valid Emirates ID issued from the UAE's Emirates Identity Authority.
- 2.2 Non-UAE Nationals:
 - 2.2.1 Valid Emirates ID issued from the UAE Emirates Identity Authority; OR
 - 2.2.2 Valid and machine readable passport with valid UAE VISA page (visit or residence VISA). A residence or visit visa is not required for GCC nationals.
- 2.3 All customers of any nationality must provide any one of the following documents:
 - 2.3.1 A valid credit card issued by a UAE financial institution; OR
 - 2.3.2 A utility bill issued in the last month that includes a physical address; OR
 - 2.3.3 A tenancy agreement or house ownership certificate. Customers that are residents outside a Dubai free zone must provide a Contract Information Registration Certificate issued by RERA; OR
 - 2.3.4 A salary certificate or employer letter confirming that the customer's salary is no less than AED2,500.

SCHEDULE 2 – INFRACTION POLICY

Infraction Policy

- *Indirect Channel*

LAST REVISION DATE: 16 MAR 2021

Acronyms, Terms and Definitions

Acronyms / Terms	Definition
du	Emirates Integrated Telecommunications Company, PJSC 'du'
Verbal Warning	This is a type of disciplinary action applied to infractions in the event that the partner or a person in his employ does not comply with du policies or procedures intentionally or unintentionally. The warning shall state the nature of the infraction in detail and what corrective action must be taken by the partner or person in his employ to avoid further discipline.
Warning Letter	This is a type of disciplinary action applied to infractions in the event that the partner or a person in his employ disregards a verbal warning or if the infraction is serious enough to warrant a written warning. The warning shall state the nature of the infraction in detail and what corrective action must be taken by the partner or person in his employ to avoid further discipline.
Terminations	This is a type of disciplinary action applied to infractions of a serious nature or when a written warning and/or penalty has not corrected a partners or person in his employ's conduct. The Termination indicated in this policy ranges to an indefinite period.
Suspensions	The suspension indicated in this policy refers to a type of disciplinary action applied to infractions of a serious nature in the form of a temporary extinguishment of a current right or title authorized by du Management
POS	Point of Sale
OLA	Operational Level of Agreement
Comission	This is a type of financial compensation the partner and / or a person in his employ has received to conduct the sale or service.
Partner	The organization with whom du has legally contracted for the sale or service of du products and services.
User	A person in the employ of a partner or that has been otherwise contracted to sell du products or services on his behalf.

1. Section: Introduction

1.1 Objectives

The objective of this policy and matrix is to correct unsatisfactory performance, violations or conduct, and through the efforts of the Management, to instruct, guide, counsel and direct the relevant partner or person in his employ to comply with du standards, rules and policies as they relate to conduct, accident prevention and safety within the structure of Indirect Sales Channel.

This document consists of mainly the following section:

- a) Discipline matrix for RRMCM related violations or non-compliance
- b) Discipline matrix for other business related violations or non-compliance

Establishing this policy, shall foresee:

- ✓ Implementation of rules and regulations so that each partner and person under his employ will know what is expected of them and impacted partner resources.
- ✓ Hold partners, managers, supervisors, team leaders accountable for the enforcement of the rules and regulations concerning the non-compliance in terms of performance or conduct.
- ✓ Administer all identified corrections fairly, reasonably, consistently and impartially.
- ✓ Maintain necessary records of violations and disciplinary actions administered with regards to applicable violations within this document.
- ✓ Drive customer experience and organizational excellence

1.2 Scope

1.2.1 In Scope

Indirect Channels

1.2.2 Exclusions

Any other channels

2. Section: Policy

This policy is subject to amendment periodically or when required in order to meet du business standards, rules and policies.

- 1) The disciplinary actions outlined under Section 3- serve as a recommended disciplinary action to be taken by the Management of du Indirect Channel.
- 2) The lists of violations stated under **Section 3- RRM**C are directly linked to the sections available in the Registration Requirement for Mobile Consumer (RRMC) Policy& E-Registration .
- 3) The lists of violations stated under **Section 3- Other** are linked to other business related risks to drive customer experience and organizational excellence.
- 4) The execution of the disciplinary actions stated in this policy for all levels of infractions may depend upon the partner's or employees disciplinary background and the seriousness of the offender's action.
- 5) Channel Planning and governance in consultation/Alignment with Head of Indirect sales channel, may choose to revise the listed disciplinary action at their discretion, provided all actions are supported with a valid justification. Any other violations not listed in this policy are subject to review on case-by-case basis.
- 6) Repetitive violations pertaining to TRA and non- compliance of the operational rules or procedures shall result in Partner or employee termination and/or a monetary settlement as per the decision of the Head of Indirect Channels and Head of Channel Planning & Governance.
- 7) An employee suspension may vary from a time frame of minimum- 3 working days up to 7 working days as per the decision of the Indirect Channel Head.
- 8) Once policy breach is identified it should be followed by the enforcement of applicable infraction rule set out in the section 3 of this policy and shall remain valid for a period of six calendar month.
- 9) Offence instances (i.e. 2nd or 3rd) shall be determined based on the number of times same policy clause is breached by the same agent/ POS/ dealer or partner over a period of 6 month.
- 10) Violations received each week should be actioned by the end of following week. (e.g. Violation in Week1 to be actioned by Thursday COB Week 2)
- 11) Partners/ dealers are obliged to periodically train their employees, perform regular audits and quality checks and hold their employees accountable to ensure compliance with du's and regulatory policies and procedures.

Policy Implementation approach:

- 1) Partner communication with effective date (2 month from date of communication)
- 2) 2 month grace period during which policy will be actively monitored as per aligned control mechanisms, infractions and corresponding disciplinary actions will be communicated during the grace period without application of tightened infraction
- 3) After 2 month grace period disciplinary actions will be applied as outlined in this document.

- **Dependency:**

- Control mechanisms & maturity to be defined for respective infractions
- Investigation Roles and Responsibilities to be defined and aligned to ensure resourcing and OLA compliance capabilities
- Policy to be aligned and approved
- Control mechanisms to be tested

3. Section: Discipline Matrix (mandated by TRA)

This section covers details of penalizations applicable to the Partner or employee based on the non-compliance or violations conducted for Government & TRA related procedures.

RRMC:

Sr.No.	Penalty type	First Offense	Second Offense	Third/ Subsequent Offense
List of Violations on Govt. & Regulatory				
1	du receives fines from the TRA or any other Governmental or legal entity due to the partner's or a person in his employ's non-compliance with established and communicated laws, policies and procedures.	Any fine to be transferred to the partner, additional penalties and/ or user/ partner suspension/ termination actions may apply based on severity of non-compliance.		
2	Failure to physically verify and use the original acceptable ID during the sales / service interaction	Written Warning notification to partner & dealer, commission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, commission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, commission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
3	Failure to verify the actual customer with the Physical ID presented during the sales / service interaction	Written Warning notification to partner & dealer, commission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, commission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, commission claw back for non-compliant transaction(s), dealer/POS

				suspension – 1 week,
4	<p>Registrations of a number with counterfeit documents* E.g.</p> <ul style="list-style-type: none"> - Fake, Forged RRMCP documents - (Emirates ID, Passport+Visa & GCC ID) - Fake, Forged Non RRMCP documents - Forged copies of Credit cards - Forged copies of utility bills - Forged copies of salary certificate <p>*Forged copies of any other supporting and main document required by the process not listed above</p>	<p>Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/ POS fine for incident</p>	<p>Warning Letter (Second warning) to partner & dealer, User termination, comission claw back for non-compliant transaction(s), dealer/ POS suspension – 1 week</p>	<p>Warning letter (third warning) to partner & dealer, comission claw back for non compliant transaction(s), dealer/ POS termination</p>
5	<p>Allowing re-registration on behalf of others with their ID: e.g. Customer A is allowed to do a re-registration on behalf of Customer B (real customer) with their original ID but without authorization documents Power of attorney</p>	<p>Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)</p>	<p>Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident</p>	<p>Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,</p>
6	<p>Allowing the sale of du's products & services to customers who are not the end users of the service</p>	<p>Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)</p>	<p>Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident</p>	<p>Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,</p>
7	<p>Registration performed by unauthorized persons on behalf of du</p>	<p>Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)</p>	<p>Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident</p>	<p>Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS</p>

				suspension – 1 week,
8	Consenting (intentionally) the use of du's systems, tablets, devices, tools, and any technical instruments, Login credentials etc. for the purpose of committing fraud	Warning Letter, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), Warning Letter, AED 500 partner fine for incident	Warning Letter, User termination, comission claw back for non-compliant transaction(s), partner suspension – 1 week, clawback of any damages caused to du as a result of fraud	comission claw back for non compliant transaction(s), partner termination, clawback of any damages caused to du as a result of fraud
9	Consenting (un intentionally) the use of du's systems, tablets, devices, tools, and any technical instruments, Login credentials etc. for the purpose of committing fraud	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
10	Performing Sim Swap for unauthorized customers or representative	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
11	Document Rejections based on valid RRMCM Rejection report and exceeding the agreed KPI thresholds	Written warning notification	Warning Letter (First warning)	Commission to be deducted for RRMCM Rejected Lines
12	Allowing the sale of du's products & services outside the authorized premises (as indicated on the TRA license)	Warning Letter, comission claw back for non-compliant transaction(s), User ID suspension – 1 week, AED 500 dealer fine, additional penalties may apply on case by case basis		
13	Selling du's products & services to customers without completion of legal obligations (e.g. Operating with an expired trade license and or TRA	TL Expired Within 2 Months – Verbal Warning	TL Expired Within 4 months - User ID Suspension & Warning Letter	TL Expired beyond 6 months – Suspension of Dealer ID Access

	License and any other du and TRA requested obligations)	(Communication via SIM & DSP)		
14	Breaching or manipulating SIM capping guidelines	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
15	Bypassing biometric or ICA validation outside of the communicated work instructions and/ or guidelines	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
16	Resuming customer services bypassing re-registration requirments	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s), AED 500 dealer/POS fine for incident	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,

Other:

Sr.No.	Penalty type	First Offense	Second Offense	Third/ Subsequent Offense
List of Violations on Govt. & Regulatory				
1	Denial of Service: Refusing or deflecting to serve the customer against communicated business process, instruction or rules and contractual obligations	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s)	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
2	Provisioning of misleading and / or inaccurate information: Providing, misleading or inaccurate information to customers against communicated processes, instructions or rules	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s)	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
3	Customer Consent: Failing to request customer consent of all communicated business products & services (e.g. Directory Listing, Marketing Communication listing, Credit limit etc.) against communicated processes, instructions or rules	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s)	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
4	Failure to provide written terms and conditions (Pre-Contract Stage) Failing to provide or offer written terms and conditions to the subscriber in the pre-contract stage. The applicability of this clause shall include Article 4 & (4.3) of Consumer Protection	Written Warning notification to partner & dealer, comission claw back for non-	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s)	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant

	Regulation of the TRA Specifically and Rest of the regulation in general	compliant transaction(s)		transaction(s), dealer/POS suspension – 1 week,
5	Provision of Subscriber Contracts Failing to provide or offer a written summary and information of Key terms and conditions to the subscriber in the pre-contract stage. The applicability of this clause shall include Article 4 & (4.4) of Consumer Protection Regulation of the TRA Specifically and Rest of the regulation in general	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s)	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
6	Contract Exit Charges Failing to provide or offer a written summary and information of key terms and conditions to the subscriber in the pre-contract stage. The applicability of this clause shall include Article 7) of Consumer Protection Regulation of the TRA specifically and rest of the regulation in general	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s)	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
7	Penalty-Free Service Cancellation Period Failing to provide or offer a written summary and information of Key terms and conditions to the subscriber in the pre-contract stage. The applicability of this clause shall include Article (8) of Consumer Protection Regulation of the TRA Specifically and Rest of the regulation in general	Written Warning notification to partner & dealer, comission claw back for non-compliant transaction(s)	Warning Letter (First warning) to partner & dealer, User ID Suspension – 1 Week, comission claw back for non-compliant transaction(s)	Warning Letter (Second warning) to partner & dealer, User termination, blacklist user from re-joining du, comission claw back for non-compliant transaction(s), dealer/POS suspension – 1 week,
8	Unauthorized use of du's trade mark, brand, Marketing contents, Material or information, impersonating our brand	Warning letter to partner & dealer, removal of content, AED xxx fine on POS/ dealer/ partner		

4. Section: RACI and Escalation Matrix

Sr. No.	Task description	R	A	C	I
1	Notify the business & report on identified violations	SD- E-Registration	H-CS&P	M- CG&P	VP- IC
2	Communicate infraction penalty notification (verbal warnings, written warnings/other notifications)	Account Manager/POS Manager	MMRI	M- CG&P	VP- IC
3	Communicate & execute financial penalties (commission deduction, TRA fines)	Account Manager/POS Manager, H-CS&P	MMRI	Legal, Regulatory SPoC/ M- CG&P, Finance	VP- IC
4	Communicate & execute operational penalties (User ID suspensions or terminations)	Consumer Channel Operations SPoC, Account Manager/POS Manager	MMRI	TSRM SPoC, M- CG&P	VP- IC
5	Maintain all infraction records as per validity*	Account Manager/POS Manager	MMRI	TSRM SPoC, M- CG&P	VP- IC
6	Provides specific training for identified infraction	Account Manager/POS Manager	MMRI	HR SPoC, M- CG&P	VP- IC

MMRI Mass Market Regional Incharge
 HR- Human Resources
 EVP- Executive Vice President
 TSRM- Technology Security & Risk Management
 H-CS&P- Head of Channel Strategy, Planning & Governance
 VP- IC Vice President - Indirect Channels
 M- CG&P Manager Channel Governance & Planning

Escalation Level**	Designation	Mode of Escalation	Breach of Process	OLA
L-1	Sales SPOC (Indirect, Retail, Franchise) Channel Operations SPoC	Email	If no action update based on identified infraction is received by involved stakeholders.	>3 w.d.
L-2	Line Manager/ Team Lead of L-1	Email	If action update received is non-compliant to the policy OR escalate if no information is available from L-1 Team as per defined OLA.	>1 w.d.
L-3	Head of Channel/ department (VP/ SVP/ EVP)	Email/Verbal Communication	Final level of escalation when no resolution is obtained from L-1 & L-2 levels of escalation.	>1 w.d.

* Repository & archiving principles to be defined by business leads

** In cases of TRA escalations, the matrix may only follow L-3 level of escalation