

## **Terms of Use**

Version 1: October 2013

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

These Terms will apply to any contract between us for the sale of Products to you (**Agreement**). Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. You should print a copy of these Terms or save them to your computer for future reference.

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

These Terms, and any Agreement between us, are in the English and Arabic languages.

### **1. Products**

- 1.1 The images of the Products on this site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
- 1.2 The packaging of the Products may vary from that shown on images on this site.
- 1.3 All Products shown on our site are subject to availability. We will inform you if the Product you have ordered is not available.

### **2. How we use your personal information**

- 2.1 We collect your personal information and shall protect such information in accordance with the federal laws of the United Arab Emirates. You must give us correct and complete information and notify us of any changes. We may share your account information, call data and content of traffic with third parties for credit checking, security, fraud prevention, identity verification or if we are required to disclose it to a government or law enforcement agency. If you consent, we may share your account information with our business partners. You may be contacted by mail, telephone, SMS, fax or email about any goods, services or promotions we think may interest you. See our Privacy Policy at [www.du.ae/privacypolicy](http://www.du.ae/privacypolicy) or call customer care if you no longer wish to be contacted in this way.

### **3. How the contract is formed between you and us**

- 3.1 You may only purchase Products from our site if you are at least 18 years old.
- 3.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 3.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in Clause 3.4.

- 3.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products will be dispatched within approximate seven (7) days (**Dispatch Confirmation**). The Agreement between us will only be formed when we send you the Dispatch Confirmation.
- 3.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site, we will inform you of this by e-mail within three (3) working days and we will not process your order. If you have already paid for the Products, we will refund you the full amount approximately within seven (7) working days.
- 3.6 If you do not redeem any handset or device voucher within twenty (20) working days from the date of their launch date or the period offer date, your order will be cancelled and we will refund the amount.

#### **4. Our right to vary these terms**

- 4.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how we accept payment from you;
  - (b) changes in relevant laws and regulatory requirements;
  - (c) operational purposes.
- 4.2 Every time you order Products from us, the Terms in force at that time will apply to the Agreement between you and us.
- 4.3 Please check our site for the most up to date terms.

#### **5. Your right of return and refund**

- 5.1 Cancellation of an order placed via credit card is possible and subject to applicable banks' policies, we will refund amounts credited in approximate seven (7) working days. To cancel such orders, please e-mail us at [eshop@du.ae](mailto:eshop@du.ae). You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail, then your cancellation is effective from the date you sent us the e-mail. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
- 5.2 If you have returned the Products to us under this Clause 5 because they are faulty or damaged, you must report it to us via [eshop@du.ae](mailto:eshop@du.ae) within seven (7) days of its receipt and we will find an appropriate resolution. The manufacturer warranty commences after the lapse of seven (7) days.
- 5.3 If the Products were delivered to you:
- (a) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

#### **6. Delivery**

- 6.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is a force majeure event. If we are unable to meet the estimated delivery date because of a force majeure event, we will contact you with a revised estimated delivery date.
- 6.2 If no one is available at your address to take delivery, we will leave you a note that the Products have been returned to our premises, And the courier agent may contact you again the 1 – 2 days for delivery. If you were not able to take delivery after the second attempt, in which case, please contact us to rearrange delivery.

- 6.3 The Products will be your responsibility from the completion of delivery.
- 6.4 You own the Products once we have received payment in full, including all applicable delivery charges.

## **7. No international delivery**

- 7.1 We do not delivery to addresses outside the United Arab Emirates (**UAE**). You may place an order for Products from outside the UAE, but this order must be for delivery to an address in the UAE.

## **8. Price of products and delivery charges**

- 8.1 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see Clause 8.4 for what happens in this event.
- 8.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.
- 8.3 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time.
- 8.4 Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. We will normally check prices and information as part of our dispatch procedures so that:
- (a) where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
  - (b) if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

## **9. How to pay**

- 9.1 You can only pay for Products using a credit card. We accept payment upon delivery as well (Cash On Delivery).
- 9.2 Payment for the Products and all applicable delivery charges is in advance except for Cash On Delivery.

## **10. Manufacturer guarantees**

- 10.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

## **11. Our liability**

- 11.1 We only supply the Products for your private use and you agree not to use the Products for any re-sale purposes.

- 11.2 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 11.3 Subject to Clause 11.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 11.4 Subject to Clauses 11.2 and 11.3 , our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Product ordered.
- 11.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by applicable law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

## **12. Force Majeure Events**

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an Agreement that is caused by a force majeure event. A force majeure event is defined below in Clause 12.2.
- 12.2 A force majeure event means any act or event beyond our reasonable control, including without limitation strikes, means any circumstance which is beyond the reasonable control of the Parties which prevents a from performing any of its obligations under or resulting from this Agreement, including war (whether declared or not) or threat or preparation for war, riots, disasters, fires, terrorist attack or threat of terrorist attack, explosions, sabotage, lock-outs or strikes, the death of a member of a royal family of the United Arab Emirates, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or any network failure, failure of telecommunications networks or impossibility of the use of shipping, aircraft, motor transport or other means of public or private transports, a law or regulation which has a material impact on the ability to operate the Site, any network failure, provided that such circumstance cannot be avoided by us despite exercising prudence, foresight and effort..
- 12.3 If a force majeure event takes place that affects the performance of our obligations under an Agreement:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under an Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the force majeure event. Where the force majeure event affects our delivery of Products to you, we will arrange a new delivery date with you after the force majeure event is over.

### **13. Disputes and Governing Laws**

- 13.1 These Terms and any claims or disputes arising out of or in connection with it are governed by Federal laws of the UAE and the laws of Emirate of Dubai. You and we both agree to that the courts of Dubai will have non-exclusive jurisdiction.

### **14. General**

- 14.1 We may transfer our rights and obligations under an Agreement to another organisation, but this will not affect your rights or our obligations under these Terms.
- 14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of the manufacturer guarantee in Clause **Error! Reference source not found.**0 to the recipient of the gift without needing to ask our consent.
- 14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 14.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

#### **For online transaction related enquiries:**

Email to [eshop@du.ae](mailto:eshop@du.ae)

#### **For information about the Products we offer:**

Visit the Site [www.du.ae](http://www.du.ae)

#### **For other general enquiries on offers and promotions:**

Dial 155 from your mobile or 800 155 from any phone within the UAE