

General Terms and Conditions for Consumer Services and Specific Terms and Conditions for Consumer Services – Home Services

As a part of the Application Form – Home Services

General Terms and Conditions for Consumer Services (General Terms)

Version: May 2013

By signing an application or accepting these General Terms and the applicable Specific Terms (online or by phone), you make an agreement with us to provide you with telecommunications products and services (**Services**). These General Terms and the Specific Terms and the information on your application (or the information you provided online or by phone), in any relevant brochures and on our website (www.du.ae) apply to the Services and form part of this agreement (**Agreement**).

1. Services and making changes

- 1.1. If you take up a new Services plan or package or a special offer (e.g., upgrade), this Agreement is varied to include any additional terms.
- 1.2. We may make changes to our Services (including non-price/price changes) and will put these on our website. We will give you 28 days' notice of price increases and 14 days' notice of non-price changes. You accept such changes by continuing to use the Services. If you do not accept a change you must contact us within 7 days of such notice to cancel the Service.

- 1.3. We will consider you to have received our notices if we contact you at the postal address, email address or mobile number you have given us.

2. Quality of Service

- 2.1. We will take reasonable steps to minimize interruptions to, interference with or reduced quality of, the Services.
- 2.2. Your Service may be affected by factors outside our control. We cannot guarantee that Services will be available in all areas at all times, or will be free of faults.
- 2.3. We may block access to certain numbers or content (including mobile, internet and broadcast content) for legal/regulatory reasons.

3. Paying for the Services

- 3.1. Charges and any Fixed Term will apply from the date we first provide the Services. You must pay all charges including installation charges (if any). See our website for charges. You must pay the charges unless a SIM card or other equipment has been reported to us as lost or stolen. Charges for your Services will generally appear on your next bill, however, there may be a time delay before some charges are billed.
- 3.2. We will send your bill (in language requested) to the billing address (mail/email/SMS) you give us. You must pay your account each month. If you do not receive your bill, you can access it via our website.
- 3.3. Various payment methods are available (see our website). Some Services can be paid for using our mobile payments services. We will follow the instructions you give us on the mobile payments form to debit amounts from your nominated bank account, debit card or credit card. Third party services may have an additional charge for using the Mobile Payments Service.
- 3.4. If you have more than one Service, any payment may be applied towards any outstanding amount for any Service.
- 3.5. If you do not pay all charges by the due date, we may suspend the Services or convert your account from a monthly plan to a pay as you go, or end this Agreement. We may also charge a late payment fee or instruct a debt-collection agency to collect the overdue amount (including fees levied by the debt-collection agency).

4. Deposits and credit assessments

- 4.1. Some Services require you to pay a deposit before use.
- 4.2. We will do a credit assessment based on the information you give us on your application, online or by phone and will use this to set credit limits on your account. You may be able to increase your credit limit by paying a deposit. To change your credit limit, contact Customer Care.
- 4.3. If you reach your credit limit in any month we may suspend your account until you bring your balance below your credit limit.
- 4.4. We may use your deposit for payment of your account if: (i) you have not paid a due amount and we have suspended the Service; or (ii) you have not returned our equipment after a Service is cancelled or suspended.

5. Things you agree to do

- 5.1. You will (and will ensure any other users registered under your account (**Other Users**)) will:
 - a) pay all charges for the Services you order and/or use;
 - b) follow our instructions;
 - c) use the Services responsibly, and in compliance with UAE laws including not using the Services to make offensive, indecent, menacing, nuisance or hoax calls, or send unsolicited SMS, spam or junk mail, commit fraud or any other criminal offence;
 - d) not resell the Service;
 - e) not use the Services in any way which breaches the intellectual property rights of any third party. If you do, you will indemnify us against any loss or damage we suffer as a result of this;
 - f) provide copies of identification documents (such as passport and visa or Emirates ID) upon their renewals(s) to ensure continuity of the Services;
 - g) consent to du's verification of credentials with the Emirates Identity Authority and du may obtain any additional information as it considers necessary in accordance with the Federal laws of the United Arab Emirates;
 - h) supply any documents or information we request to comply with our legal/regulatory obligations. Supplying false information may lead to termination of all Services and under UAE law may lead to fines, imprisonment or both; and
 - i) not connect any equipment to the du Network unless expressly approved by us.

6. Circumstances where we can suspend or terminate Service

- 6.1. We may, without incurring any liability, immediately suspend or terminate a Service at any time, without notice, if:
 - a) we suspect that: (i) you are not complying with this Agreement; or (ii) you are using the Service for unusual or fraudulent activity. We will reinstate the Service as soon as we are satisfied that this is not the case;
 - b) you fail to pay charges due to us or your previous service provider;
 - c) we are required to do so by any government, regulatory organization, emergency service or other competent authority;
 - d) you become bankrupt or enter into an arrangement with your creditors (or equivalent legal procedure in another jurisdiction), or we believe it is likely that you will do so shortly;
 - e) there is a planned outage or we need to repair our Network or any other reason beyond du's control;
 - f) we do not receive adequate ID documentation from you.

Following the suspension of a Service, we may terminate the Service.

- 6.2. If we suspend a Service under this clause 6, you will remain liable for all recurring and/or monthly charges during suspension.

7. Transferring this Agreement or adding Other Users to the account

- 7.1. You may not transfer a Service without our prior consent. If you add Other Users to the account, you remain responsible for the account, including payment for the Services used by any Other Users. You must ensure that all Other Users use the Services in accordance with this Agreement.
- 7.2. We may assign this Agreement to a third party. If we do, we will notify you of the new service provider.

8. Ending a Service or this Agreement

- 8.1. If you want to end a Service please contact Customer Care. If you end any Service before the expiry of any Fixed Term, an early termination fee will apply (see our website for details). We may also bill you for our reasonable costs if we have to recover any equipment.
- 8.3. If you end all Services then this Agreement will automatically end and we may close your account. On closing your account, outstanding charges are immediately payable.
- 8.4. We can end this Agreement or any Service at any time. We will use our best endeavours to give you reasonable notice of the termination, but we are not required to give you this notice in all circumstances.
- 8.5. When this Agreement ends it is your responsibility to cancel any payment arrangements you have set up.

9. Legal liability

- 9.1. We are not liable (whether for breach of contract, negligence or any other liability arising under or in relation to the Agreement) for any actions by us or anyone who works for us, except to the extent that such liability cannot be excluded under UAE law.
- 9.2. Subject to this clause 9, any liability will be limited to AED20,000 per incident and up to a maximum of AED40,000 for any number of incidents within a 12 month period.
- 9.3. We are not liable to you or Other Users for any loss of business, revenue, profits or anticipated savings, lost or corrupted data, or any indirect or consequential loss.

- 9.4. We are not liable to you or Other Users: (a) for the temporary non-availability of our network; (b) for loss, late receipt or non-readability of any communication; (c) for any defects, malfunctions or delays in any way related to the provision of content; (d) for any products or services you order from third parties using the Services; or (e) for failures to provide a Service if it is outside of our control. This clause 9 continues to apply after this Agreement has ended.

10. Privacy, account details and passwords

- 10.1. We may monitor your Services and record any calls to Customer Care for training, financial control, quality control or legal purposes.
- 10.2. You must give us correct and complete information and notify us of any changes.
- 10.3. Your account details may be used to verify your identity – you must keep them safe. Your passwords are confidential and must be kept secret. Account access requires correct passwords. We are not liable for loss from you not keeping your password secret.
- 10.4. 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.
- 10.5. 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 or call Customer Care if you no longer wish to be contacted in this way.

11. If you want to make a complaint/dispute

- 11.1. If you have a complaint please contact Customer Care.
- 11.2. This Agreement is governed by UAE federal/Dubai laws. All disputes are subject to the exclusive jurisdiction of the Dubai courts.
- 11.3. Failure to exercise any right under this Agreement will not prevent a party from taking further action.
12. **Telephone numbers, domain names, email addresses and SIM Cards**
 - 12.1. The Services may include use of a telephone number, domain name, email address or other unique identifier. You must comply with the requirements of any regulatory body which administers these addressing identifiers. These addressing identifiers are not your property and we reserve the right to recall them.
 - 12.2. Unless you request us otherwise, we will put your telephone numbers into a directory and make it available through our Directory Enquiries Service. Please call Customer Care if you do not wish to be included in this Service.
 - 12.3. If your SIM card is lost or stolen, you must report it to us immediately to deactivate your account temporarily. You must not share your SIM card with anyone as it may be possible for a third party to request change of ownership by providing the physical SIM card in addition to some usage details.

13. Content Services

- 13.1. Content is information, communications, images and sounds, software and any other electronically-stored material accessible, received or distributed through the Services.
- 13.2. You must not access age-restricted content if you are below the specified age. You must not show or send age-restricted content to anyone below the specified age.
- 13.3. We are not responsible for, nor endorse, content that is accessible through the Services. You are solely responsible for determining the suitability of all accessed content.
- 13.4. We may set size limits for transmission of emails and individual storage capacity.
- 13.5. Content downloaded through the Services may be subject to copyright or other intellectual property rights. Unless authorised, you may not re-sell, re-distribute or relay any downloaded content or use it in a way that contravenes any copyright/IP rights.
- 13.6. Downloading or saving content is at your risk and we accept no responsibility for corruption, loss or damage to your equipment. We are not liable for any technical problems arising from use of content or for any delay/non-transmission of content.
- 13.7. We may, without notice, deny access to, remove or modify any defamatory, offensive, indecent, objectionable or illegal content or content that may infringe third party intellectual property rights. We may remove any content for legal/regulatory reasons.

14. Equipment and access to premises

- 14.1. If we rent equipment to you (e.g. TV decoder) it remains our property and we may alter or replace it at any time. You must look after the rented equipment and return it to us when the Service ends or we will charge you.
 - 14.2. If replacement or maintenance of the equipment is required as a result of:
 - a) misuse or neglect of, or accidental or wilful damage to, the equipment by you;
 - b) fault in, or any other problem associated with, your own equipment or any system that we do not cover; or
 - c) failing to comply with these General Terms or the Specific Terms, we will charge you at our hourly rates for maintenance / equipment replacement.
 - 14.3. If the equipment needs replacing through no fault of your own and is within the warranty period, we will not charge you for its replacement. However, if the equipment is outside the warranty period then a charge may apply (see the User Guide and price list).
 - 14.4. On request, you must allow us prompt and safe access to premises occupied or controlled by you. We may require access to carry out installations, inspections, repairs or testing of any equipment used in the Services, and to inspect and check that your use of the Services complies with these General Terms.
- 14.5. To the extent that we need to undertake work at your premises to ensure equipment is installed safely or in accordance with your request, you agree that du is authorised to undertake such work and you have all necessary consents. Such work is undertaken at your risk and du is not liable for such work.

Specific Terms and Conditions for Consumer Services – Home Services (Specific Terms)

Version: May 2013

These specific Terms and Conditions apply to each specific Service you order (whether ordered at the time of signing the application or later) (**Specific Terms**). If there is any inconsistency between the General Terms and these Specific Terms, these Specific Terms prevail.

1. TERMS APPLYING TO ALL SERVICES

- 1.1. The General Terms and these Specific Terms apply to all Consumer Services including all Fixed, Broadband, TV and Mobile Services plans and packages.
 - 1.2. Activation of the Services may depend on network availability or factors beyond our control. Some Services are available in some areas of the UAE only.
 - 1.3. Subject to any package requirements, you may change your Services plan or package at any time. However, additional fees may apply.
 - 1.4. You must obtain our approval before changing the name/address of the account holder. A relocation fee is payable if Services are relocated to a new address.
 - 1.5. You may request additional sockets for the extension of Services to different locations within your premises at the charges set out on our website. This service is available in some areas of the UAE only. Any work done on your premises at your request is carried out at your risk and we are not liable for such work.
 - 1.6. Unless otherwise specified, our Services plans and packages have a Fixed Term of 12 months.
 - 1.7. If you authorise us to cease specified services from your current provider, you acknowledge that all related aspects of the ceased service (e.g. email account) may also be cancelled.

2. FIXED SERVICE

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

Landline

- 2.2. If the Landline Service is suspended for non-payment, you will, for a maximum of 2 months following suspension, continue to receive incoming calls and be able to make emergency calls. At the end of this period you will be disconnected if you do not pay all outstanding charges.
 - 2.3. If you experience any faults with your Service, you should report the fault to us by calling Customer Care.
- #### Carrier Selection (CS) and Carrier Preselection (CPS) Services
- 2.4. There is no Fixed Term for the standalone CS or CPS Service.
 - 2.5. You must register at least 1 fixed phone number of another service provider ("Line Provider") to receive this Service. If you are not authorised to register the fixed line, we may terminate the Service.
 - 2.6. We provision your Service relying on your Line Provider. We will try to provision it within a few days of your request, however, there may be delays. We are not liable if your Line Provider refuses to, or is unable to, complete the activation, of which we will inform you.
 - 2.7. Until the automatic routing of your calls is activated, you may manually route your calls by dialling 08888 before making your call. Once activated, all calls outside your local area code, with a national or international prefix or to a mobile number, will be automatically routed through us. All remaining calls will be routed through your Line Provider. If you decide not to have your calls

- automatically routed through us, you can contact Customer Care to deactivate the automatic routing. If you change your fixed phone number, this Service will transfer to the new number.
- 2.8. Supplementary services like call waiting, call forwarding and call barring will continue to be provided by your Line Provider. Call barring will only apply to calls routed through your Line Provider. You can choose to route your calls through your Line Provider by using their override code. Charges for such calls will be payable to them rather than us.
 - 2.9. There is a charge to activate the Service. You remain responsible to your Line Provider for rental payments to access your fixed line. You will be responsible for all calls made using the Service from the fixed line.
 - 2.10. If there is a fault with the fixed line you should contact your Line Provider to arrange repair. If your Line Provider suspends your phone service, our CPS Service will also not be available. If you experience any faults with your CPS Service, you should report the fault to us by calling Customer Care.
- 3. BROADBAND SERVICE**
- 3.1. Subject to these Specific Terms, the maximum speed of the Broadband Service will be the speed requested on your application, online or by phone. If you have a DSL connection, the maximum speed will be the speed that is supported by your line. The speed of the Broadband Service may be impacted by various factors outside of our control.
 - 3.2. If the speed you request is not available at your premises, we will provide the closest lower speed with a new tariff according to the charges specified on our website.
 - 3.3. We do not guarantee that the Broadband Service will be uninterrupted, information transmitted accurately, reliably or at all.
 - 3.4. We are not liable for any failure of the Broadband Service resulting from a systems configuration not authorized by us. All remedial work required to repair the Broadband Services as a result will be invoiced to you at our standard rates.
 - 3.5. Your usage of the Broadband Service is subject to our Fair Use Policy (see our website).
 - 3.6. Under UAE law we are required to block access to content that is objectionable on the grounds of: public interest, public morality, public order, public and national security, national harmony, Islamic morality, or which is otherwise prohibited by law. Please contact Customer Care, or follow the process displayed on the web blocking page, if you want to block or unblock access to particular content.
 - 3.7. Other than as required by UAE law, all Broadband Services are provided on the basis of an open system with no filters or firewalls. Depending on the level of your service, we will provide third party antivirus and anti-spyware software for installation by you. The use of such software does not guarantee that the Broadband Service will be fully protected and we are not liable for the security of your data transmitted via the Broadband Service or our Network. We have no obligation to ensure, and make no representations or warranties concerning, the security of your data. You are solely responsible for the data retrieved, stored or transmitted through the Broadband Services or our Network.
 - 3.8. The Broadband Service shall be supplied to a socket located in your premises. If you do not have a Broadband socket then we will install one for you, which may have an additional cost.
- 4. TV SERVICE**
- 4.1. The TV Service will be provided using our du TV, View Satellite Box and/or View Anywhere Service. We will advise you of the Service type when you submit your application or request our Services online or by phone.
 - 4.2. A TV decoder may be required to access the TV Service. We offer a number of TV decoder options for rent. Charges may apply when you upgrade or downgrade your TV decoder.
 - 4.3. We may make changes to the TV Service (including non-price/price changes) immediately and at any time. We will endeavour to give you 7 days' notice of such changes. You accept such changes by continuing to use the TV Service. If you do not accept a change you must contact us within 7 days of such notice to cancel the TV Service. This clause 4.2 of these Specific Terms replaces clause 1.2 of the General Terms in respect of the TV Service.
 - 4.4. You may change your TV package at any time but additional fees may apply (see our TV charges on our website).
 - 4.5. We may upgrade the TV decoder's software which may affect content recorded on the TV decoder. We will give as much notice as possible before such upgrades.
 - 4.6. The recording functionality of the TV decoder may not be available for every channel or TV show. Your TV decoder will display a message when this function is unavailable.
 - 4.7. Not all TV content is age rated. We are not liable for the suitability of unrated TV content.
 - 4.8. We are not liable for your failure to use the parental locking or rental locking functionality of the TV decoder properly.
 - 4.9. You must not: (a) tamper with the TV decoder; (b) try to open it or access the content stored on its hard-drive; (c) attempt to decrypt our signal or that of the TV decoder; (d) reverse engineer or decode the system or any of the software contained within the TV decoder; and (e) either directly or indirectly connect the TV decoder to an external recording device.
 - 4.10. TV broadcasters decide the TV content and the EPG information. We are not responsible for the TV content, or the EPG information, or any changes to it. We may at any time, and without notice, change TV channels, packaging of channels and/or remove programs or parts of programs previously advertised as available. We do not guarantee the availability or accuracy of EPG information.
 - 4.11. Details of short term events which are subject to additional terms and conditions will be notified to you.
 - 4.12. You will be charged for Movies On Demand content you rent using the TV Service. To avoid unauthorized use, you should set up a PIN code.
 - 4.13. Movies on Demand content is only available for 48 hours from confirmation of purchase. You may play content multiple times during this time. If you subscribe to On Demand Club you can watch all videos currently available in the On Demand Club catalogue for the duration of your subscription.
 - 4.14. You must not record or edit the Movies On Demand or On Demand Club content.
 - 4.15. In addition to charges that apply to the TV Service, there are additional termination charges for TV content packages. See our website for these charges.
 - 4.16. The following additional provisions apply if you receive our View Satellite Box or View Anywhere Service.
 - a) If you receive our View Satellite Box Service, you will be responsible for installing and provisioning broadband connectivity, and satellite equipment and connectivity, to your View Satellite Box. We may suggest a recommended minimum broadband speed that we consider is suitable to enjoy the View Satellite Box Service.
 - b) If you receive our View Anywhere Service, you will be responsible for your device and for installing and provisioning connectivity to your device. Please note that Apple devices do not allow streaming of content on 3G connections.
 - c) Certain features of the View Satellite Box or View Anywhere Service (for example, Movies On Demand, On Demand Club and pay-TV channels) rely on the speed and quality of your broadband or mobile service which may be provided by other networks over which we have no control and for this reason we cannot guarantee quality or availability of those features of the View Satellite Box or View Anywhere service.
 - d) Certain features of the View Satellite Box Service (for example, free-to-air satellite channels and pay-TV channels) rely on your satellite equipment and connectivity which may be provided by other networks over which we have no control and for this reason we cannot guarantee quality or availability of those features of the View Satellite Box Service.
 - e) Certain features of the View Satellite Box Service (for example, internet applications and internet streaming of content) are provided by a third party and also rely on the speed and quality of your broadband service which may be provided by other networks over which we have no control and for this reason we cannot guarantee quality or availability of those features of the View Satellite Box Service.
 - f) The number of channels available on the View Satellite Box depends on your satellite equipment. We are not responsible for such equipment and do not guarantee any minimum number of channels on our View Satellite Box Service.
 - g) You may only access the TV Services (including du TV, View Satellite Box and View Anywhere Services) and features (including TV channels, Movies On Demand and On Demand Club) in the UAE, unless we advise you otherwise.
 - h) We may block or withdraw access to certain applications, capabilities, features or functionality for legal/regulatory reasons.
- 5. MOBILE SERVICES**
- 5.1. Any SIM card supplied to you continues to belong to us. You agree to take good care of it. We will replace free-of-charge any SIM card which is defective through faulty design or workmanship, but otherwise may charge for replacement SIM cards.
 - 5.2. You may change your Tariff Plan at any time but any change will only take effect from the beginning of the following billing month.
 - 5.3. Mobile roaming relies on the telecommunication systems of foreign networks over which we have no control and for this reason we cannot guarantee quality or availability of Mobile Services when you are roaming.
 - 5.4. You may have to provide a deposit in order to utilize roaming services. We may retain any roaming deposit for up to 60 days after your roaming service has been cancelled. We may also use your deposit against any amounts due on your account for roaming services.
 - 5.5. If you use the mobile services outside the UAE you are responsible for complying with all local laws/regulations governing its use.
 - 5.6. Some discounts will not be available to you whilst roaming. Please refer to the user guide or visit our website for details.
 - 5.7. If you use wish to use Blackberry services:
 - a) you may be required to accept the terms of the End-User License issued by Alcatel-Lucent or Research in Motion before using your Blackberry device. Your Blackberry device may include encrypted software that is subject to domestic and foreign legal restrictions which restrict export, import and use of the Blackberry device, related software and accessories;
 - b) you must use the Blackberry device in accordance with your User Guide and any instruction manual and must not, without prior written consent from us, establish, install or use a GSM Gateway;
 - c) you must not copy, reverse engineer or modify the Blackberry related software in any way save as permitted by law; and
 - d) you must not use the Blackberry service: (i) to generate artificially-inflated traffic; or (ii) in breach of our Fair Use Policy (see our website).
 - 5.8. If your Mobile Service includes a Number Privilege Plan:
 - a) the Specific Terms and Conditions for Consumer Services – Number Privilege Plan applies;
 - b) any Number Privilege Plan early cancellation fee is in addition to any Home Services early termination fee; and
 - c) for Number Privilege Plans that form part of a Home Services package, your "minimum monthly usage" is calculated as the sum of your Home Services package recurring monthly charge and any usage of Mobile Services for that month—and do not include any separate charges for usage attributed to Fixed, Broadband and/or TV Services.
- Specific Terms and Conditions for Consumer Services – Number Privilege Plan**
- Version: October 2012**
- These additional terms apply to each specific Service the Customer orders. In the event of any inconsistency between the General Terms, the Mobile specific terms and the "Number Privilege Plan" terms, these specific terms and conditions shall prevail.
1. **Eligibility**
 - 1.1. New and existing customers are eligible to take out the Number Privilege Plan under this offer. New customers must take out an Elite mobile plan and existing customers must use the Number Privilege Plan with their existing Elite mobile plan.
 - 1.2. The Number Privilege Plan is only available for customers who sign up for a Number Privilege Plan with a handset and an Elite plan.
 2. **You have two options that you can choose from:**
 - 2.1. Number Privilege Plan with Elite Regular; or
 - 2.2. Number Privilege Plan with any of the available offers at du shops within this plan. Please ask at a du shop or call du Customer Care to have the differences and benefits of each explained to you.
 3. **Number Privilege Plan**
 - 3.1. A minimum monthly usage applies to the Number Privilege Plan. If your monthly usage is less than this minimum monthly usage, you will be charged the minimum usage for that month.
 - 3.2. The credit back will be granted on your bill as defined in the offer.
 - 3.3. This Number Privilege Plan has a fixed term of 1 year. A cancellation fee will be charged if you cancel your contract early as follows: you will be charged a fee as the monthly minimum spend multiplied by the remaining period of the total 12 months (e.g., for Special monthly minimum usage of AED 100 x 6 = AED 600 as a cancellation fee.
 - 3.4. You can only take out the handset under this Number Privilege Plan. Once you have taken your handset you will not return it.
 - 3.5. We reserve the right not to grant the credit back:
 - 3.5.1 if you fail to pay one of your bills by the due date; and/or
 - 3.5.2 if you submit more than 1 application for the offer.
 4. **Whilst you are on a Number Privilege Plan you will not be able to change the ownership of the account.**