



# General Terms and Conditions for Business Services

## Version 3, March 2009

These Terms and Conditions ("Terms") set out the way in which Emirates Integrated Telecommunications Company PJSC ("du") will provide Services to the Customer. By signing an application form or accepting these Terms as part of an online or telephone ordering process, the Customer makes an agreement with du (the "Agreement") to provide them with services (the "Services"). These Terms and any Service specific terms form part of the Agreement between the parties and governs the relationship. The Agreement, along with the information shown on the application form or in any relevant brochures, will apply to the Service that the Customer orders.

### 1. Services supplied and making changes

- 1.1. All Services ordered by the Customer will be subject to this Agreement. If the Customer takes up a new service / product or a special offer, the Agreement between the parties will be varied to take account of any additional terms and conditions which may apply. If the Customer wants to add or cancel Services then please contact du through one of the channels set out in the User Guide.
- 1.2. du may make changes to its Services (including withdrawal of a Service), or to its prices and Terms, at any time. du will give the Customer 28 days' notice of increases to its prices and 14 days' notice of any non-price related changes which will affect the Customer. The Customer accepts such changes by continuing to use the Services after notice is given. If the Customer does not accept a change, it must contact du within 7 days to cancel the relevant Service.
- 1.3. du will consider the Customer to have received notices from du if du contacts the Customer at the latest postal address, email or SMS the Customer has given to du. du will also put all changes on its website [www.du.ae](http://www.du.ae).
- 1.4. du will require the Customer's consent to provision new Services and carry out certain activities. The Customer may nominate, in writing, operational contacts who are authorised to give the Customer's consent. If the Customer does not nominate any operational contacts, du, acting in good faith, may rely on the authority of any of the Customer's employees who tell du that they have authority to give the Customer's consent.

### 2. Quality of Service

- 2.1. du aims to offer high-quality Services and, if any quality of service issues arise, will take all reasonable steps to minimise interruptions to, interference with or reduced quality of the Services.
- 2.2. The quality of Service may sometimes be affected by factors outside du's control. Given the nature of the Services, du cannot guarantee that the Services will be available in all areas at all times, or will be free of faults that result in interruptions or interference to the Services. At times du may carry out maintenance to its network or rectify network break-downs which may cause interruption to a Service.
- 2.3. du reserves the right to block access to certain telephone numbers or content (including mobile, internet and broadcast content) for legal or regulatory reasons.

### 3. Paying for the Services

- 3.1. Charges will apply for the Services from the date that they are first provided. The Customer agrees to pay the charges for all Services that are ordered, together with any one-off charges that may be applicable to the Customer's account, at the prices set out in the current Tariff Guide. A copy of the most recent Tariff Guide is available on the du website at [www.du.ae](http://www.du.ae). The Customer is responsible for paying the charges applicable for all use made of the connections provided on the Customer's account, including any use made by other people, unless a SIM or other equipment has been reported to du by the Customer as lost or stolen. Charges for a Service will appear on the next bill, however, sometimes there may be a time delay before certain charges appear.
- 3.2. du will send the Customer's bill (in the language the Customer has chosen) to the billing address (mail / email / SMS) the Customer has given du. The Customer is responsible for setting the Customer's account in accordance with the payment requirements specified in the application form. If the Customer does not receive its bill the Customer should contact du. There are several methods available to the Customer, these are set out in the User Guide and on the website. If the Customer pays the bill by some method of transfer and bank charges or fees are levied, then these additional fees must be paid for by the Customer. The Customer can also pay for certain Services and third party services using du's Mobile Payment Service. du will follow the instructions the Customer gives du on the Mobile Payment Form to debit amount from the Customer's nominated bank account, debit card or credit card as shown. Additional charges may be payable by the Customer when making payment for to third party services using the Mobile Payment Service.
- 3.4. If the Customer uses more than one Service, any payment the Customer makes may be applied by du towards any outstanding amount for any Service. If the Customer has more than one account with du, du reserves the right to transfer any credit on one account to settle outstanding amount overdue under another account. Any amount du owes the Customer may be set-off against any outstanding payments due from the Customer to du.
- 3.5. If the Customer does not pay all of the charges due by the due date shown on a bill, du may suspend the Services in respect of the whole account or any specific end-user, convert the account in respect to some of the Services from a Monthly Plan account to a Pay as You Go<sup>®</sup> account, or end this Agreement. If the Customer does not pay all of the charges due by the due date shown on a bill, du may charge a late payment fee or instruct a debt-collection agency to collect any overdue payment, together with any late payment or administration charges applicable (levied by du or the debt-collection agency).

### 4. Deposits and credit assessments

- 4.1. Some Services may require the Customer to pay a deposit for that Service.
- 4.2. du may carry out a credit assessment based on the information the Customer gives du on the application form. 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 a deposit. If the Customer wishes to change its credit limit please contact Customer Care.
- 4.3. Once the Customer has reached its credit limit in any month, du may suspend the Customer's account until the Customer makes a payment to bring the Customer's balance below the Customer's credit limit.
- 4.4. du may use any deposit against payment of the Customer's account (or any other account the Customer has with du) if: (i) the Customer has failed to pay an amount which is due to du and du has suspended the account; or (ii) the Customer has failed to return equipment after a Service has been cancelled or suspended.

### 5. Customer obligations

- 5.1. The Customer agrees that the Customer will (and, where appropriate, will ensure all other users the Customer has specifically registered under the Customer's account (the "End-users") will):
  - a) pay all charges for the Services that the Customer orders and / or uses;
  - b) follow du's instructions in respect of each Service;
  - c) use the Services responsibly, and in compliance with the laws of the United Arab Emirates, and in particular not use the Services to make offensive, indecent, menacing, nuisance or hoax calls, or use the Services in any way to 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 and if you do so then the Customer agrees to indemnify du against any loss or damage du suffers as a result of this;
  - f) supply further documentation and information that du may request in order to comply with du's legal and regulatory obligations. Supplying false information regarding identity may lead to termination of all Services and, in accordance with UAE law, may lead to fines, imprisonment or both; and
  - g) not connect any equipment to the du Network unless expressly approved by du.

### 6. Circumstances where du can suspend or terminate a Service

- 6.1. du may, without incurring any liability, immediately suspend or terminate a Service at any time, without notice, in the event that:
  - a) du suspects that: (i) the Customer is failing to comply with this Agreement in any way; or (ii) unusual or fraudulent activity is occurring on the account. du will reinstate the Service as soon as du is satisfied that this is not the case;
  - b) the Customer fails to pay charges due;
  - c) du is required to do so by any government, regulatory organisation, emergency service, or other competent authority;
  - d) the Customer enters into liquidation or enters into an arrangement with the Customer's creditors (or equivalent legal procedure in any other relevant jurisdiction), or du believes it is likely that the Customer will do so shortly; or
  - e) there is a planned outage or du needs to repair its Network as a result of any unplanned outage or any other reason beyond du's control. Following the suspension of a Service in accordance with paragraphs (a)(i) or (d) above, du may, in addition, immediately terminate the Service.
- 6.2. Where du suspends a Service under one of the provisions in this Clause 6, the Customer remains liable for all recurring and / or monthly charges applicable during that period of suspension.

### 7. Transferring this Agreement or adding other End-Users to the account

- 7.1. Under this Agreement, du agrees to provide the Services only to the Customer as account holder and to registered End-users. The Customer may not transfer this Agreement or an account without du's prior consent. If the Customer adds End-users to the account, the Customer as account holder remains responsible for all aspects of the account, including payment for the Services taken by all End-users, and ensuring that all End-users use the Services in accordance with the Agreement.
- 7.2. The Customer agrees that du may assign this Agreement to a third party, for business reasons. If du does this then it will notify the Customer of any change in provider of the Services.

### 8. Ending a Service or this Agreement

- 8.1. If the Customer wants to end a Service then the Customer should contact Customer Care. All Services must be taken for at least the minimum term (the "Fixed Term") specified in the Agreement.
- 8.2. If the Customer terminates any Service before the expiry of the Fixed Term the Customer will be required to pay for that Service until the end of the Fixed Term and du will not refund any charges paid in advance for the Fixed Term. In addition, du may bill the Customer du's reasonable costs incurred if du has to remove any equipment from the Customer's premises.
- 8.3. If the Customer ends all Services, then this Agreement will end automatically and du may close the Customer's account. Upon closing the Customer's account any outstanding charges connected with the account will become immediately payable.
- 8.4. du can end this Agreement or any Service at any time, and will use its best endeavours to give the Customer reasonable notice of the termination, but the Customer agrees that du is not required to give this notice in all circumstances.
- 8.5. When this Agreement ends, it is the Customer's responsibility to cancel any payment arrangements which have been set up.

### 9. Legal liability

- 9.1. du will not be liable (whether for breach of contract, negligence or any other liability arising under or in relation to the Agreement) for any actions by du or anyone who works for du, except to the extent that such liability cannot be excluded under UAE law.
- 9.2. Subject to the rest of this Clause, any liability which may arise will be limited to AED 100,000 per incident and be capped to a maximum of AED 500,000 for any number of incidents within any 12 month period.
- 9.3. du shall not be liable to the Customer, or any End-users, for any loss of business, revenue, profits or anticipated savings, data being lost or corrupted, or any indirect or consequential loss suffered by the Customer or any End-users.
- 9.4. du shall not be liable to the Customer or any End-users: (a) for the temporary non-availability of du's network; (b) for loss, late receipt or non-readability of any message or communication; (c) for any defects, malfunctions or delays connected in any way with the provision of content; (d) in respect of any products or services the Customer, or its End-users, order from third parties using the Services; or (e) for failure to provide a Service for a reason outside of du's control.
- 9.5. This Clause 9 will continue to apply even after this Agreement has ended.

### 10. Privacy, account details and passwords

- 10.1. du may monitor Customer's use of the Services and record calls made to Customer Care, for training, financial control, quality control and regulatory purposes.
- 10.2. The Customer undertakes that all information the Customer gives to du is correct and complete. The Customer must notify du if the details in the Customer's account change.
- 10.3. The Customer's account details may be used to verify identity for access to various Services – these must be kept safe.

The Customer's passwords are confidential – these must be kept secret. du will grant access to the Customer's account when the passwords are given correctly. du will not be responsible for any loss the Customer, or its End-user, suffers as a result of failure to maintain password security.

- 10.4. du reserves the right to share the Customer's account information, call data, and content of telecommunications traffic with third parties for credit checking, security, fraud prevention, identity verification purposes, or where du has been requested to make such information available to a government or law enforcement agency.
- 10.5. Where Customer has given du permission, du may share the Customer's information with other companies who are du's business partners. The Customer may be contacted by mail, telephone, SMS, fax or email to let it know about any goods, services or promotions du thinks may interest the Customer. Please see du's Privacy Policy at [www.du.ae/privacypolicy](http://www.du.ae/privacypolicy) for details of how du looks after the Customer's confidential information. The Customer should call Customer Care if the Customer no longer wishes to be contacted in this way.

### 11. If the Customer wants to make a complaint / disputes

- 11.1. If the Customer has a complaint about the Services then the Customer should contact Customer Care who will try and resolve any complaints quickly and amicably.
- 11.2. 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 be subject to the exclusive jurisdiction of the courts of Dubai.
- 11.3. If either of the parties fail to exercise a right they may have under this Agreement, this does not prevent that party from taking further action.

### 12. Telephone numbers, domain names, email addresses

- 12.1. 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 addressing identifiers. These addressing identifiers are not the property of the Customer and du reserves the right to recall them if it is required to do so or has good reason to do so.
- 12.2. du will put Customer's number into a telephone directory and make it available from du's Directory Enquiries Service unless Customer asks du not to. The Customer should call Customer Care if it does not wish to be included in this Service.

### 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. The Customer must not allow its End-users to access any age-restricted content if they are below the specified age.
- 13.3. du is not responsible for material or information contained in content that is accessible through the Services. du does not endorse any information or content accessible through the Services. The Customer is solely responsible for determining the suitability of all accessed content.
- 13.4. du may establish size limits for transmission of emails and individual storage capacity for content on its network.
- 13.5. Content downloaded by the Customer through the Services may be subject to du's or third party copyright or other intellectual property rights, and is provided to the Customer subject to those rights. Unless otherwise specified, the Customer may not re-sell, re-distribute or relay any downloaded content. The Customer may only copy or record such downloaded content for its own private and non-commercial use.
- 13.6. Any downloaded or saved content is done so at the Customer's own risk and du accepts no responsibility for corruption or loss, or for any damage to the Customer's equipment. du shall not be liable to the Customer for any technical problems arising from, or connected to, use of content or for any delay or non-transmission of content.
- 13.7. du 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 du stores content for the Customer du reserves the right to remove such content for legal or regulatory reasons.

### 14. Equipment and access to premises

- 14.1. Where du rents equipment to the Customer such equipment will remain du's property at all times and du may need to alter or replace it from time to time. Equipment made available to the Customer as part of the Service must be returned to du when the Service ends otherwise du will charge the Customer for non-return of the equipment. The Customer must look after any equipment rented to it.
- 14.2. If replacement of the equipment or maintenance is required as a result of:
  - a) misuse or neglect of, or accidental or wilful damage to, the equipment by the Customer, or its End-user;
  - b) fault in, or any other problem associated with, the Customer's own equipment or any system that du does not cover; or
  - c) the Customer failing to comply with the terms of this Agreement, then du will charge the Customer at its current hourly rates for maintenance services and / or any replacement of the equipment.
- 14.3. If the equipment needs replacing through no fault of the Customer's own and is within the warranty period then du will not charge for its replacement. However, if the equipment is outside the warranty period then a charge may apply (please refer to the User Guide and price list).
- 14.4. The Customer must allow du prompt and safe access to premises occupied or controlled by the Customer following du's reasonable request. du will require access in order to carry out installations, inspections, repairs or testing of any du equipment or other equipment used in the provision of the Services, and to inspect and check that Customer's use of the Services complies with the terms of this Agreement.

## Specific Terms and Conditions for Enterprise Services Version: March 2009

These additional terms apply to each specific Service the Customer orders. In the event of any inconsistency between the General Terms and these specific terms, these specific terms and conditions shall prevail.

### 1. Mobile Services

- 1.1. The Fixed Term for Mobile Services is one month from the date the services start.
- 1.2. Any SIM card du supplies as part of the Mobile Services belongs to du, and the Customer agrees that it and its End-users will take good care of it. du will replace free-of-charge any SIM card which is defective through faulty design or workmanship, but otherwise may charge for replacement SIM cards.
- 1.3. The Customer may change its Tariff Plan at any time, but any change will only take effect from the beginning of the following billing month. If Mobile TV is provided as part of the Mobile Service then du reserves the right to change any or all TV channels at any time without notice.
- 1.4. The Customer's ability to use certain Services and features will depend on the features and functionality of the handset 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 the PAYG Plan. Please refer to the most recent Tariff Plan 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.
- 1.5. If the Customer's Mobile Service Plan gives the option to choose numbers from a list provided by du then the Customer will be charged a monthly commitment fee for the chosen number. Please refer to the User Guide and Tariff Plan for the monthly commitment fees and charges for usage.
- 1.6. 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 du with a list of the names, ID (type and number) and nationality of all its End-users. Following a request from du in respect of a specific SIM MSISDN, the Customer further agrees to provide du, 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; passport (showing ID and residence visa if relevant); UAE driving licence; GCC national ID. 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.

### 2. Mobile Roaming Services

- 2.1. Mobile roaming relies on the telecommunication systems of foreign networks over which du has no control and for this reason du cannot guarantee quality or availability of Mobile Services when the Customer's End-users are roaming.
- 2.2. The Customer may have to provide a roaming deposit in order to utilize the Roaming Services. du may retain any roaming deposit for up to 60 days after the Roaming Service has been cancelled. du may also use the Customer's deposit against any amount due on the Mobile Account for Roaming Services.
- 2.3. When the Mobile Services are used outside the UAE the Customer and its End-user is responsible for complying with all local laws and regulations governing such use.
- 2.4. Some discounts available on the Customer's Tariff Plan, or certain Mobile Services, will not be available to the End-user whilst roaming. Please refer to the User Guide or visit [www.du.ae](http://www.du.ae) for details.

### 3. Call Select Services

- 3.1. To access the service the Customer must register at least one fixed telephone number. The fixed line must either be registered in the Customer's own name or the Customer must have authorisation from the person in whose name it is registered.
- 3.2. The Customer pays du for the Call Select Services. The Customer remains responsible to its fixed line supplier for rental payments for the fixed line. If there is a fault with the fixed line, the Customer should contact its fixed line supplier. If the Customer reports a fault to du and du finds out that the fault lies with the Customer's fixed line supplier, du will refer the fault to the Customer's fixed line supplier for resolution.
- 3.3. The Call Select Service will provide services to certain numbers via du's network. All remaining calls will continue to be routed via and billed by the Customer's fixed line supplier. If the auto-dialler goes wrong then the Customer's calls may be routed via its fixed line supplier who will charge the Customer for the calls. du will not refund any charges for calls routed via the Customer's fixed line supplier.
- 3.4. In order to use the service the Customer needs to: (a) dial the call select code before dialing the number being called; or (b) use an auto-dialler. du will provide the Customer with instructions on how to install an auto-dialler, however, the Customer is responsible for installing it.

### 4. Other Services

- 4.1. Voice Services are not available under the Data Line Services.
- 4.2. The Customer may, when using du's Wi-Fi Services, choose to add the Customer's Wi-Fi charges to the Customer's Mobile Account.