



## Application form - Business Hosted Services

- New
  Service amendment
  Service termination
  Business Optimiser #

### Customer information

Company name: \_\_\_\_\_ Company account number: \_\_\_\_\_  
 Contact name: \_\_\_\_\_ Contact number: \_\_\_\_\_  
 Email ID: \_\_\_\_\_ P. O. Box: \_\_\_\_\_ Emirate: \_\_\_\_\_

### Provisioning address

Business landline number: \_\_\_\_\_ Street name: \_\_\_\_\_ Building number: \_\_\_\_\_ Unit number: \_\_\_\_\_  
 Area: \_\_\_\_\_ Plot number: \_\_\_\_\_ Emirate: \_\_\_\_\_ City: \_\_\_\_\_

### Business Managed LAN\*

Access port: \_\_\_\_\_  VLAN (Virtual Local Area Network): \_\_\_\_\_

### Business Hosted Email

Domain name for email: \_\_\_\_\_

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> <b>Corporate Professional</b><br>Anti-virus, anti-spam<br>Single email account<br>1 GB combined mail storage<br>OWA, SMTP, IMAP, POP3<br>Mobile access | <input type="checkbox"/> <b>Corporate Professional 10+</b><br>Anti-virus, anti-spam<br>10 email accounts<br>10 GB combined mail storage<br>OWA, SMTP, IMAP, POP3<br>Mobile access | <input type="checkbox"/> <b>Corporate Professional 25+</b><br>Anti-virus, anti-spam<br>25 email accounts<br>25 GB combined mail storage<br>OWA, SMTP, IMAP, POP3<br>Mobile access | <input type="checkbox"/> <b>Corporate Professional 50+</b><br>Anti-virus, anti-spam<br>50 email accounts<br>50 GB combined mail storage<br>OWA, SMTP, IMAP, POP3<br>Mobile access |
|---|---|---|---|

#### Additional email accounts:

- |                              |                              |                              |                             |                              |
|------------------------------|------------------------------|------------------------------|-----------------------------|------------------------------|
| <input type="checkbox"/> 5   | <input type="checkbox"/> 10  | <input type="checkbox"/> 25  | <input type="checkbox"/> 50 | <input type="checkbox"/> 100 |
| <input type="checkbox"/> 150 | <input type="checkbox"/> 200 | <input type="checkbox"/> 250 |                             |                              |

#### Additional mail storage (combined):

- |                               |                               |                                |                                |                                |
|-------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> 2 GB | <input type="checkbox"/> 4 GB | <input type="checkbox"/> 10 GB | <input type="checkbox"/> 25 GB | <input type="checkbox"/> 50 GB |
|-------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|

### Business Hosted Web

Domain name for web: \_\_\_\_\_

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> <b>Economy</b><br>1 GB web space<br>1 database<br>1 GB combined database space<br>Unlimited web data transfer<br>Website builder | <input type="checkbox"/> <b>Standard</b><br>2 GB web space<br>2 databases<br>2 GB combined database space<br>Unlimited web data transfer<br>Website builder | <input type="checkbox"/> <b>Business</b><br>3 GB web space<br>3 databases<br>3 GB combined database space<br>Unlimited web data transfer<br>Website builder | <input type="checkbox"/> <b>Corporate</b><br>4 GB web space<br>4 databases<br>4 GB combined database space<br>Unlimited web data transfer<br>Website builder |
|---|---|---|--|

#### Additional services

- |  |                               |                               |                               |                                |
|--|-------------------------------|-------------------------------|-------------------------------|--------------------------------|
| Additional database storage (combined) | <input type="checkbox"/> 1 GB | <input type="checkbox"/> 2 GB | <input type="checkbox"/> 5 GB | <input type="checkbox"/> 10 GB |
| Additional web capacity                | <input type="checkbox"/> 1 GB | <input type="checkbox"/> 2 GB | <input type="checkbox"/> 5 GB | <input type="checkbox"/> 10 GB |
| Additional databases                   | <input type="checkbox"/> 1    | <input type="checkbox"/> 2    | <input type="checkbox"/> 3    | <input type="checkbox"/> 4     |

\*Choose the service and write the quantity next to it.

#Minimum eligibility for a customer to enjoy the Business Optimiser benefits are the following:

a) Customer needs to be subscribed to at least one mobile service and one fixed line service. b) Have a total monthly rental of AED 500.

## Domain Name registration

Domain name (.ae/.com/.edu/.org etc.): \_\_\_\_\_

- Registration of a new domain name(s) for       1 year       2 years       3 years       4 years       5 years
- Renewal of a domain name(s) for       1 year       2 years       3 years       4 years       5 years
- Change of contact details       Transfer of a domain name(s) from another registrar to du
- Change of name servers       Deletion of a domain name(s)       Change of password

Don't use this form for a transfer of a Domain Name Licence to another party (change of registrant).

### Domain names (see regulations below)

Preference 1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preference 2

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preference 3

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Name servers

#### For new domain names:

- If your domain name is to be hosted with du, then no further details are required in this section. Domain hosting by du will be charged an additional fee and requires another form to be submitted.
- If your domain name is to be hosted with another domain hosting provider, cancel the du details and enter the information given by your provider.
- If you don't require domain hosting, then cancel the du details.

#### For change of name servers:

- If you're changing your name servers from another domain hosting provider to du, you'll be charged an additional domain hosting fee and you must fill in an additional application form.
- If you're changing your name servers from du to another provider, you must ensure your domain records (A, MX, etc.) are set up with the other provider before submitting this application to us.

Primary name server	Host name: <u>dxbns1.duhosting.ae</u>	IP address: <u>80.227.2.2</u>
Secondary name server	Host name: <u>dxbns2.duhosting.ae</u>	IP address: <u>80.227.2.3</u>
Tertiary name server	Host name: <u>dxbns3.duhosting.ae</u>	IP address: <u>80.227.2.4</u>

### Domain name rules

- All registrants must meet the Domain Name Eligibility Policy of the .ae DA.
- Domain names ending with the following suffixes are in the restricted zone: co.ae, net.ae, org.ae, ac.ae, sch.ae, gov.ae, mil.ae
- Domain names must be composed as described. They must:
  - Have a minimum of 2 and a maximum of 63 characters.
  - Begin with a letter or a number and end with a letter or a number.
  - Use the English character set and may contain letters (i.e., a-z, A-Z), numbers (i.e. 0-9) and dashes (-) or a combination of these.
  - Neither begin with, nor end with a dash.
  - Not contain a dash in the third and fourth positions (e.g. www.ab--cd.ae).
  - Not include a space (e.g. www.ab cd.ae).

## Domain Name Hosting

Domain name: \_\_\_\_\_

- Mail Exchange (MX) record       Address (A) records       CNAME records

Records	Host name/alias	Add/delete	IP address
MX	_____	_____	_____
A	_____	_____	_____
CNAME	_____	_____	_____
Comments	_____ _____		

## Declarations by Registrant's Authorised Signatory

By registering one or more of the domain name(s) listed above you'll be entering into a Registrant Agreement with Emirates Integrated Telecommunication Company PJSC (du) and a Domain Name Licence with the TRA. Should you not agree to any of the conditions in the Registrant Agreement or the Domain Name Licence, don't proceed with this application. A copy of the Registrant Agreement and the Domain Name Licence is attached to this form.

I, the Authorised Signatory of the Registrant, make the following declarations in accordance to the UAE laws:

- I've read and I agree with the Registrant Agreement.
- I've read and I agree with the Certificate of Registration and Domain Name Licence.
- I understand that my use of the domain name will be governed by the .ae DA policies and that I must follow the .ae DA policies.
- I confirm that I'm eligible to hold the domain name(s) set out in this application.
- I certify that all the information I've provided in this declaration is true, complete and correct and I understand that any false or misleading information may be subject to an offence under UAE laws. I also understand that if any of the information is later found not to be true or is incomplete, incorrect or misleading in any way or if I have submitted this application in bad faith, the Domain Name Licence shall be cancelled and I shall permanently lose the right to use the domain name(s).

I request and authorise du to register and subsequently manage the domain name(s) on my behalf.

## Agreement

We'll use the above information to contact you via email, phone or SMS. If you don't wish to be contacted about our products or special promotions, tick here   
I agree by signing below that I have the authority to sign on behalf of the named customer; that I've ordered the services indicated in this form and that I accept the Terms and Conditions as stipulated in the subsequent pages of this application form. I take full responsibility for the use of all du services provided to us.

Customer signature: \_\_\_\_\_

Company stamp:

Date: \_\_\_\_\_  
                  DD                    /                    MM                    /                    YYYY

## For official use only

Sales work order number:

Customer ID number:

For retail

Sales Agent location name: \_\_\_\_\_

Sales agency code: \_\_\_\_\_

For indirect/direct sales

Account/Partner Manager name: \_\_\_\_\_

Account/Partner Manager ID: \_\_\_\_\_

Partner name: \_\_\_\_\_

Partner/Dealer ID: \_\_\_\_\_

Sales Executive name: \_\_\_\_\_

Mobile number: \_\_\_\_\_

Sales Support Agent name: \_\_\_\_\_

## Specific Terms and Conditions for Fixed Business Services

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. General terms (version: August 2010)

#### 1.1. Supply of Service

- 11.1. du shall be responsible for the installation and commissioning of the Service. Following such installation and commissioning, du shall carry out acceptance tests to establish if the Service is ready for service. Following successful completion of the acceptance tests du shall notify the Customer that the Service is ready for service. The Customer shall have: (a) for standard services 2 business days; and (b) for complex Services 5 business days, to confirm that the Service is ready for use. If the Customer does not respond within this period then the Service shall be deemed ready for service.
- 11.2. du shall use its reasonable endeavours to supply the Service in accordance with the timelines. If du is unable to provide the Service to the Customer on or before an agreed service commencement date, then du shall notify the Customer as soon as practicable, stating a revised service commencement date and use its reasonable endeavours to meet that revised date.

#### 1.2. Charges, Invoicing And Payment

- 1.2.1. The Customer shall pay the Charges set out in the Order Form for provision of the Services. All payments shall be made in UAE Dirhams (AED) unless specified and agreed by both parties in advance.
- 1.2.2. The invoices will be sent via email and / or with a hard copy by post.
- 1.2.3. The Customer must pay all Charges that are subject of an invoice from du in full within 30 days of the invoice date (except where a valid billing dispute is raised by the Customer) by any of the available payment methods notified to the Customer by du. The Customer must pay all undisputed invoices without set-off or counterclaim, free and clear of any withholding or deduction.
- 1.2.4. An invoice from du shall be deemed to be accepted by the Customer if the Customer does not provide a written objection to du before the end of 30 days after the due date of the invoice.

#### 1.3. Customer Obligations

- 1.3.1. The Customer must: obtain and maintain at its own cost, all equipment and facilities necessary to access and use the Service, and only connect equipment to du's network that has been approved by du or is that type-approved by the Telecommunications Regulatory Authority. In the event that changes are introduced to the du Network, the Customer shall be responsible for ensuring the continued compatibility of the Customer's equipment with the du Network and the Customer shall have no claim whatsoever against du arising out of the network changes;
- 1.3.2. provide du and any employee, agent, affiliate or contractor of du and any third party with all information and assistance that person may reasonably require to design, arrange, test, commission and maintain the Service;
- 1.3.3. procure all permissions, licences, waivers, consents, registrations and approvals necessary for or reasonably considered desirable by du to deliver, install and provide the Service at the Customer Site;
- 1.3.4. provide access, free of charge, to du equipment rooms and ensure that they meet all technical and environmental standards notified by du including the requisite power supply to all du equipment located at the Customer's equipment rooms;
- 1.3.5. participate in any testing procedures that may be reasonably requested by du or any agent, affiliate or contractor of du or any third party operator; and
- 1.3.6. take all reasonable steps to prevent fraudulent, improper or illegal use of the Service.

#### 1.4. Liability and Fault Reporting

- 1.4.1. The Customer acknowledges that du does not exercise any control over, authorise or make any warranty regarding:
  - a) the Customer's right or ability to use, access or transmit any content using the Service; or
  - b) the consequences of the Customer using, accessing or transmitting any content using the Service.
- 1.4.2. du shall have no liability for any faults or interruptions in the Service or any inability of the Customer to access the Service where this is caused by:
  - a) a failure of the Customer to perform its obligations;
  - b) any failure, inadequacy or incompatibility of, or in, any equipment / service provided by the Customer or a third party that connects to the Service or the du network;
  - c) any failure in a third party facility used in provision of the Service; or
  - d) any equipment provided by the Customer that connects to the du Network.
- 1.4.3. As soon as Customer becomes aware of a fault in the Service this must be reported to du by telephoning +971 (0)4 391 0000. This number is available 24 hours a day, 7 days a week. The Customer can also report the fault by email to [business.customercare@duae](mailto:business.customercare@duae)
- 1.4.4. Before reporting a fault the Customer must take reasonable steps to ensure that the fault is not a fault in any equipment located on the Customer side of the network delivery point. If du investigates a fault and determines that the fault is attributable to any equipment on the Customer Side of the network delivery point then:
  - a) du will use reasonable endeavours to notify Customer of the fault and its probable cause and location but will not bear any further liability or responsibility; and
  - b) du may charge Customer for any costs incurred by du in investigating the fault.
- 1.4.5. Where du investigates a reported fault and determines that the fault is attributable to equipment located on the du side of the network delivery point du will restore services.

#### 1.5. Termination

- 1.5.1. Either Party may terminate the Service immediately, in whole or in part, by giving notice to the other Party if:
  - a) the other Party is in material breach of the Agreement and, if the breach is capable of remedy, such Party fails to remedy the breach within 30 days after receipt of written notice requesting the breach to be remedied; or
  - b) the other Party makes a general arrangement or agreement with its creditors, or applies to a court for general protection from its creditors, or a bankruptcy or other similar action is filed against the Party, or a resolution is passed by it for its winding-up or dissolution, or an administration order is made in relation to its assets or a receiver is appointed over any of its assets, or any analogous event occurs under the laws of the Party's country of incorporation.
- 1.5.2. Termination or expiration of the Service shall be without prejudice to rights or obligations of a continuing nature and those expected to come into force upon termination or expiration.

#### 1.6. Consequences of Termination

- 1.6.1. Where the Customer terminates the Service, prior to expiry of the Fixed Term (as defined in the Order Form) the Customer shall pay an early termination fee equal to the difference between the Internet Service monthly fee for the Fixed Term contract and the non-fixed term contract, multiplied by the number of months the Customer received the Service. In addition to this, the Customer must repay any discounts it received which are applicable to the Fixed Term contract.
- 1.6.2. Upon termination of a Service:
  - a) the Customer must return any equipment du makes available to the Customer as part of the Service;
  - b) the Customer must pay to du all outstanding invoices;
  - c) the Customer must pay all Installation Charges and any termination charges; and
  - d) all property belonging to each Party will be removed from the other Party's premises, if applicable, and each Party shall give the other reasonable access to do so.

### 2. Internet service (version: June 2010)

#### 2.1. Supply of Service

- 2.1.1. du shall provide the Service to the Customer as specified on the Order Form for the Fixed Term following which the Service will continue unless terminated in accordance with the Agreement. The Service will remain in force for the Fixed Term unless terminated in accordance with the Agreement. On expiry of the Fixed Term the Agreement will continue unless terminated by either Party on 30 days' written notice. The Fixed Term for Internet Services will be 12 months unless agreed otherwise between the parties in writing.
- 2.1.2. du shall deliver the Service to a single socket or port (the "network delivery point") at the Customer's premises. du shall deliver a redundant (backup) link, if purchased as a part of the Service, to a second socket or port at the Customer's premises.
- 2.1.3. The maximum speed that the Service will operate at is the speed specified in the Order Form. The Customer acknowledges and agrees that the speed of the Service may be reduced by various factors outside du's control, including (without limitation): high du Network use, performance and configuration of the Customer's IT systems (hardware and software) and the accessed server, congestion on the Internet outside the du Network, type of data accessed (cached or non-cached data).
- 2.1.4. du reserves the right to control the traffic of the Service in any way that is necessary, without reducing the subscribed bandwidth, to ensure that all customers are able to get fair use of network resources.
- 2.1.5. The Customer agrees that du may subcontract the obligation to provide any part of the Service, or utilise facilities provided by a third party for all or part of the Service. du shall in all cases retain end-to-end service responsibility.
- 2.1.6. Unless agreed otherwise with du, during the Fixed Term the Customer:
  - a) cannot change to an Internet service with a lower Monthly Recurring Charge;
  - b) can change to an Internet service with a higher Monthly Recurring Charge.
- 2.1.7. The Customer may add or terminate value added services during the Fixed term and no penalty charges shall apply.

#### 2.2. Charges, Invoicing And Payment

- 2.2.1. du will invoice the Customer for:
  - a) the Monthly Recurring Charges, on a monthly basis in advance;
  - b) the excess traffic charges in accordance with Clause 2.3, on a monthly basis in arrears;
  - c) the Installation Charge, after the Service is deemed ready for use;
  - d) charges for relocation, upgrade, downgrade or other reconfiguration of the Service, after the changes have been completed; and
  - e) other charges in accordance with the General Terms and Conditions for Business Services.
- 2.2.2. The Monthly Recurring Charge shall be billed from the date that the Service is deemed ready for use.
- 2.2.3. The Monthly Recurring Charge shall remain fixed for the duration of the Fixed Term. In the event that the Service continues after the Fixed Term, the Monthly Recurring Charge may be updated in accordance with the latest du price list (as such is updated from time to time), and the Customer agrees to pay the Monthly Recurring Charge as specified in the latest du price list.

#### 2.3. Traffic Charges

- 2.3.1. This Clause 2.3 applies if the Service has a limited monthly traffic allowance specified on the Order Form.
- 2.3.2. Broadband traffic consumption includes downloads, browsing, FTPs, emails, uploads, network scanning and any other analogous activity that generates broadband traffic. All traffic generated through the Customer's use of the Service (including traffic not intentionally generated or generated due to external causes) is treated as genuine traffic and counted towards the Customer's monthly allowance.
- 2.3.3. Where the Customer exceeds in any month the allocated volume of internet traffic subscribed for by the Customer, the Customer will be charged the excess traffic charges at the current rates specified on du's website [www.du.ae](http://www.du.ae). The Customer must raise any dispute regarding the amount invoiced by du within 30 days of the invoice date.

#### 2.4. Access to Content and Security of Data

- 2.4.1. In accordance with TRA policy, du is required to block access to content that is objectionable on the grounds of: public morality, public order, public and national security, national harmony, Islamic morality, or which is otherwise prohibited by law. All requests to block or unblock access to content should be addressed to [SafeSurf@duae](mailto:SafeSurf@duae)
- 2.4.2. Other than as required by UAE law and regulations, the Services are provided by du on the basis of an open system where no filters, firewalls or blocked ports are implemented. The Customer acknowledges and accepts that it is the Customer's responsibility to protect the Customer's hardware and IT systems against third party interference, including, without limitation, virus infections, worm infections, Trojans, SPAM attacks, phishing attacks, email relay issues, denial of service and hacking attempts.

- 2.4.3. The Customer acknowledges that du shall not be liable for the security of the Customer's data transmitted via the Service or the du Network and that du shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service or the du Network.

### 3. Fixed line service (version: April 2009)

#### (Analogue, ISDN, Hosted Voice and Hosted Contact Centre Solutions)

#### 3.1. Supply of Service

- 3.1.1. du shall provide the Service to the Customer as specified on the Order Form for the Fixed Term, following which the Service will continue unless terminated in accordance with the Agreement. The Service shall comprise the fixed voice services as specified in the Order Form. The Service will remain in force for the Fixed Term unless terminated in accordance with the Agreement. On expiry of the Fixed Term the Agreement will continue unless terminated by either Party on 30 days' written notice.
- 3.1.2. The Customer agrees that du may subcontract the obligation to provide any part of the Service, or utilise facilities provided by a third party for all or part of the Service. du shall in all cases retain Service responsibility.

#### 3.2. Charges, Invoicing And Payment

- 3.2.1. du will invoice the Customer for:
  - a) any usage based charges incurred;
  - b) the Monthly Recurring Charges on a monthly basis in advance; and
  - c) the Installation Charge.
- 3.2.2. The Monthly Recurring Charge for a Customer Site shall be billed from the date that the testing is accepted by the Customer.
- 3.2.3. du may change the Customer's service tariff plan at any time, but any such change will only take effect from the beginning of the following billing month. In the event that the Service continues after the Fixed Term, the Charges may be updated in accordance with the latest du price list (as such is updated from time to time), and the Customer agrees to pay the charges as specified in the latest du price list.

#### 3.3. Customer Obligations

- 3.3.1. The Customer must, for the duration of the term of the Agreement, establish and maintain, reasonable and adequate security policies, operating procedures and standards with respect to:
  - a) the Customer's equipment;
  - b) any Customer's network that interfaces with the Service and / or du equipment; and
  - c) any network, equipment and applications not provided by and / or managed by the Customer;
- 3.3.2. The Customer shall be responsible at all times for the safety, safe custody and safe use of all du equipment after installation at the Customer's premises and agrees:
  - a) to house, keep and use the equipment in accordance with all instructions (written and / or verbal) notified by du or, in the absence of such instructions, to the same standard as if the equipment were the property of the Customer;
  - b) not to add to, modify, repair, service or in any way interfere with the equipment, unless du has given its written consent to any particular modification, repair or service; and
  - c) not to do anything nor to allow to subsist any circumstances, matter or thing which is likely to damage the equipment or detract from or impair its performance or operation.
- 3.3.3. The Customer acknowledges that the effectiveness of the equipment depends to a great extent upon how the Customer uses it. It is the Customer's responsibility to ensure that it uses the equipment in accordance with the instructions (verbal and / or written) supplied, whether by du or its manufacturers. du shall not be liable for any breaches of security in the Customer's network arising from the Customer's failure to comply with such instructions or its misuse or improper use of the equipment.

#### 3.4. Equipment

- 3.4.1. Equipment may be purchased or leased by the Customer from du. The quantity and description of equipment sold / leased to the Customer shall be as set out in the Order Form.
- 3.4.2. All samples, descriptive matter and advertising issued by du in respect of the Equipment and any descriptions or illustrations contained in du's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the equipment described in them. They shall not form part of this Agreement.
- 3.4.3. Where the Customer purchases Equipment from du, ownership of the Equipment passes to the Customer once du has received in full (in cash or cleared funds) all sums due to it in respect of the Equipment.
- 3.4.4. The Customer acknowledges that the effectiveness of the Equipment supplied to, and purchased or leased by, the Customer from du depends to a great extent upon how the Customer uses it. It is the Customer's responsibility to ensure that it uses the Equipment in accordance with the instructions supplied, whether by du or its manufacturers. du shall not be liable for any breaches of security in the Customer's network arising from the Customer's failure to comply with such instructions or its misuse or improper use of the Equipment.
- 3.4.5. The Equipment (together with all accessories) leased by the Customer from du must be returned to du on termination of the Service. If the Customer fails to return leased equipment, or equipment is damaged, the Customer will be charged the current list price for the Equipment.

#### 3.5. Access to Content and Security of Data

- 3.5.1. The Customer acknowledges and accepts that it is the Customer's responsibility to protect the Customer's hardware and IT systems against third party interference, including, without limitation, virus infections, worm infections, Trojans, SPAM attacks, phishing attacks, email relay issues, denial of service and hacking attempts.
- 3.5.2. The Customer acknowledges that du shall not be liable for the security of the Customer's data transmitted via the Service or the du Network and that du shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service or the du Network.

#### 3.6. Termination

- 3.6.1. In the event the Customer wishes to cancel an Order soon after acceptance by du but before Service Commencement Date or go live date, du reserve the right to charge the installation fees already incurred.

### 4. TV service (version: June 2009)

#### 4.1. Supply of Service

- 4.1.1. du shall provide the Service to the Customer as specified on the Order Form for the Fixed Term, following which the Service will automatically renew for a successive 12 month period ("Renewal Period") unless terminated in accordance with the Agreement or by the Customer giving at least one (1) month's notice before expiry of the Fixed Term or Renewal Term.
- 4.1.2. du shall not be responsible for configuring any channel parameters for the Customer.
- 4.1.3. The Customer may up-grade its TV package(s) at any time.
- 4.1.4. du reserves the right at any time and in its sole discretion to change the channels available, the packaging of channels and / or to remove programs or parts of programs previously advertised as available.

#### 4.2. Charges, Invoicing And Payment

- 4.2.1. Extra accessories ordered by the Customer will incur additional charges including, where relevant, fees for installing such accessories.
- 4.2.2. du will invoice the Customer for:
  - a) the Annual Charges via email (in PDF format) and / or with a hard copy by post, on an annual basis in advance; and
  - b) the Installation Charge.
- 4.2.3. The Annual Charges shall be billed from the date that the testing is accepted by the Customer pursuant to Clause 4.1.2. of these specific terms.
- 4.2.4. In the event that the Service continues after the Fixed Term, the Customer agrees to pay the charges as specified in the latest du price list (as such is updated from time to time), and the Customer agrees to pay the charges as specified in the latest du price list. The Customer's TV package may not be available in the next renewal term and the Customer may have to upgrade or downgrade a TV package.
- 4.2.5. Where the Customer terminates the Service prior to expiry of the Fixed Term, or any Renewal Term, the Annual Charges will not be refunded to the Customer.

#### 4.3. Customer Obligations

- 4.3.1. The Customer must:
  - a) subject to Clause 4.4.3, not allow any signal transmitted as part of a TV Service to be duplicated, split or re-routed;
  - b) if it is a hotel and purchases bulk TV subscriptions, provide, install and manage a media server and be responsible for cabling throughout its building;
  - c) if it uses coaxial cable, provide, install and manage an RF converter in order to receive the Service. Use of coaxial cables and conversion to RF may result in degradation of the Service;
- 4.3.2. Subject to Clause 4.3.1.b), the Customer may not rebroadcast or transmit any of the programming made available by the Service.
- 4.3.3. The Customer must keep accurate and complete records of access to the Service (the "Records"). All Records shall be available for inspection and audit by du or its representative on reasonable notice during normal business hours during the term of this Agreement and for one year following termination. In the event an audit reveals any under-reporting of access to the Service then the Customer shall make immediate payment of all amounts due based on the findings of the audit. In addition, if the audit reveals that the Customer has under-reported or has misrepresented any item bearing upon the computation of amounts payable to du amounting to a discrepancy of 5% or more of the amount due to du, then the Customer agrees to pay all reasonable costs and expenses incurred by du for the audit verification.

#### 4.4. TV Decoders

- 4.4.1. A du TV Decoder may be required to access the TV Service. The Decoder will be purchased by the Customer from du.
- 4.4.2. For bulk TV subscriptions (i.e. where du provides cabling that terminates in the Customer's MDF room), a separate Decoder may be required for each TV channel. Other technical connections, including cabling and fibre links and uplinks, at du's sole discretion, may be required in order to provide the Service.
- 4.4.3. Where a single TV channel is displayed on a multiple screen display the Customer is responsible for splitting the decoded signal and feeding the split signal to the screens. Additional charges may apply.

#### 4.5. TV programming

- 4.5.1. The TV channels, the content of them, and the electronic programme guide (EPG) information displayed on TV, are decided by the TV broadcasters and du cannot be held responsible for them nor for any changes made to them. du reserves the right at any time, and without notice, to change the available TV channels, packaging of channels and / or to remove programs or parts of programs previously advertised as available.
- 4.5.2. Not all the content in the TV channels is age-rated. du is not liable for the suitability of the content where it is unrated.
- 4.5.3. A la carte TV channels ordered by the Customer shall, at the TV channel provider's request, be the subject of a separate agreement between the Customer, du and the TV channel provider.
- 4.5.4. Certain events (e.g. FIFA world cup) are only made available by the rights holders on a short term basis and subject to additional terms and conditions. Details of these events, together with the additional terms and conditions will be notified to the Customer.

## Specific Terms and Conditions for Business Optimiser Plan

Version: September 2012

These additional terms apply to the Business Optimiser Plan the Customer orders. In the event of any inconsistency between du's General Terms, Specific Terms and Conditions for Mobile Services, Specific terms and conditions for the Fixed Services and these specific terms, these specific terms and conditions shall prevail.

### 1. Business Optimiser Plan

- 1.1. The fixed term for the Business Optimiser Plan is twelve months from the date the service starts ("Fixed Term").
- 1.2. Customers must meet the following eligibility criteria in order to subscribe to the Business Optimiser Plan:
  - a) Customers must subscribe to at least one service each from du's mobile and fixed services; and
  - b) Customers must have their mobile and fixed services accounts under the same account .
- 1.3. No charges apply for activating the Business Optimiser Plan.
- 1.4. Under the Business Optimiser Plan, Customers will benefit from discounts on their monthly rental charges as per the applicable discount slab. In order to avail discounts, Customer's total monthly rental charges must be AED 500 and above. Customers can avail better discounts as they subscribe to more services, depending on the value of their total monthly rental charges. For information relating to the discount slabs, please refer to du's website ([www.du.ae](http://www.du.ae)) or by dialing the toll-free number 800-188.
- 1.5. Upon expiry of the Fixed Term, discounts will be provided on a month to month basis as per the discount slab. For all additional details relating to the Services, please refer to Frequently Asked Questions (FAQ) available at, [www.du.ae](http://www.du.ae); or dial the toll-free number 800-188 or contact the account manager.
- 1.6. If the Customer terminates the Business Optimiser Plan before the expiry of the Fixed Term, then an early termination fee equal to the total amount of discounts received by the Customer up to the date of termination will apply.