



Application form - Broadband and Voice (for internal project use only)

- New
 Service amendment
 Service termination
 Relocation

Documents required to join du :

- Copy of trade licence
 Passport/Visa copy
 Letter of authorisation
 Tenancy contract/ownership

Customer information

Company name _____ Company account number _____
 Contact name _____ Contact number _____
 P.O.Box _____ Emirate _____

Provisioning address

Business landline number* _____ Street name* _____ Building no.* _____ Unit no.* _____
 Area* _____ Plot number* _____ Emirate* _____ City _____
 Etisalat account number (for broadband) _____

Broadband Service

- | | | | |
|------------------------|--------------------------|-------------------|--------------------------|
| Broadband professional | <input type="checkbox"/> | Broadband premium | <input type="checkbox"/> |
| 4 Mbps/512 kbps | <input type="checkbox"/> | 4 Mbps/4 Mbps | <input type="checkbox"/> |
| 8 Mbps/1 Mbps | <input type="checkbox"/> | 8 Mbps/8 Mbps | <input type="checkbox"/> |
| 16 Mbps/2 Mbps | <input type="checkbox"/> | 16 Mbps/16 Mbps | <input type="checkbox"/> |
| 100 Mbps/25 Mbps | <input type="checkbox"/> | 100 Mbps/100 Mbps | <input type="checkbox"/> |

Business Voice

New fixed lines to be activated

Business Line, fax, or POS line Qty

Activation of Call Select on existing non-du fixed lines

Analogue lines/Trunk lines (if applicable)

ISDN PRI/BRI number range (if applicable)

Main number/Switch board number

Total No. of ISDN PRI lines _____

First number in range

ISDN PRI range _____

Last number in range

Agreement

We will use the above information to contact you by email, phone, or sms. If you do not wish to be contacted about our products or special promotions, please tick here

I agree by signing below that I have the authority to sign on behalf of the named customer; that I have 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 no.

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 – Broad band and Fixed Service

Version: April 2011

In the event of any inconsistency between the General Terms and these Specific Terms, these Specific Terms and Conditions shall prevail.

General Terms

1. General

- 1.1. These terms and conditions apply to the Broadband and Fixed services.
- 1.2. Activation and/or continuation of the Services may depend on the network availability or on other factors beyond our control. We shall not be held liable and responsible for disruption, suspension, discontinuation or similar interference of the Services for the foregoing reasons. Some services are available in some areas of the UAE only.
- 1.3. If the Customer makes any change to the Monthly Recurring Charge for the Broadband service, the Fixed Term will restart for a further 12 month period. If the Customer downgrades the Broadband service to a lower Monthly Recurring Charge a downgrade fee will apply.

- 1.4. If the Broadband Service is not able to be activated for any reason du will continue to provide the Fixed Services to the Customer in accordance with these terms and conditions. The Fixed Services will be charged at du's standard rates in accordance with the pricing plans specified on the Application Form.
- 1.5. du has the right to immediately suspend or terminate the Service if the Customer's previous service provider informs du that your outstanding bill in relation to the migrated service has not been paid.
- 1.6. du has the right to suspend or terminate the Service if it does not receive adequate ID documentation from the Customer.

2. Supply of the Service

- 2.1. 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 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 and will go live on the Service Commencement Date.
- 2.2. 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 the 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.

- 2.3. 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. Charges, Invoicing And Payment

- 3.1. The Customer shall pay the Charges set out in the Application Form for provision of the Services. The Customer will be responsible for the payment of all calls made using the services. The Customer shall pay the Charges listed in the Tariff Guide. The Customer remains responsible to the Fixed Line Supplier for rental payments for the fixed line.

3.2. du will invoice the Customer for:

- a) the Monthly Recurring Charges, on a monthly basis in advance;
- b) the Installation Charge, after the Broadband Service is deemed ready for service in accordance with Clause 2;
- c) charges for relocation, upgrade, downgrade or other reconfiguration of the Service, after the changes have been completed; and
- d) other charges in accordance with the General Terms and Conditions for Business Services.
- 3.3. The Monthly Recurring Charge and Installation Charge shall be billed from the date that the Broadband Service is deemed ready for service in accordance with Clause 2 of these specific terms.
- 3.4. 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.
- 3.5. The Customer must pay all undisputed invoices without set-off or counterclaim, free and clear of any withholding or deduction.
- 3.6. 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.
- 3.7. 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.

4. Customer Obligations

- 4.1. The Customer must:
 - a) 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 that is 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;
 - b) 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;
 - c) 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;
 - d) 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;
 - e) 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;
 - f) 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
 - g) take all reasonable steps to prevent fraudulent, improper or illegal use of the Service.

5. Liability and Fault Reporting

- 5.1. du will 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 under Clause 4 above or the General Terms and Conditions;
 - 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; or
 - 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.
- 5.2. 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.
- 5.3. As soon as Customer becomes aware of a fault in the Service this must be reported to du by telephoning 800-188. This number is available 24 hours a day, 7 days a week. The Customer can also report the fault by email to Business.Customercare@du.ae.
- 5.4. 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 Service Delivery Point. If du investigates a fault and determines that the fault is attributable to any equipment on the Customer Side of the Service 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.
- 5.5. Where du investigates a reported fault and determines that the fault is attributable to equipment located on the du side of the Service Delivery Point du will restore services.

6. Access to Content and Security of Data

- 6.1. 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@du.ae.
- 6.2. 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.
- 6.3. 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.

Broadband

7. Supply of Service

- 7.1. Equipment is required to access the Broadband Service. du will remain the owner of the Equipment we rent to you. If the Broadband Service is terminated for any reason, including relocation, we will inform you how the Equipment must be returned. At du's sole discretion, in some cases du will allow the Equipment to remain at the particular premises. If you fail to return the Equipment then you will be charged the current du retail price for them.
- 7.2. You must not: (a) tamper with the Equipment (b) attempt to decrypt or interfere with any communications; (c) reverse engineer the Equipment or any of the software contained within the Equipment; and (d) either directly or indirectly connect the Equipment to any unauthorized computer, network or hardware.
- 7.3. du shall deliver the Service to a single socket or port (the "Service 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.
- 7.4. The maximum speed that the Service will operate at is the speed specified in the Application 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).
- 7.5. 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.
- 7.6. You agree that your usage of the Broadband Service will be subject to our Fair Use Policy. A copy of which is available on our website, www.du.ae.

Fixed Service

8. General

- 8.1. Depending on network availability, the Fixed Service will be provided using Carrier Pre-Select, Call Select or du's Fixed Voice service. du will advise the Customer on which basis the Fixed Service is provided at the time the Customer submits the Application Form. If the Fixed Service is supplied using Carrier Pre-Select or Call Select, the carrier will be provided accordance with the additional terms set out in clauses 9 and 10 below.

9. Carrier Pre-Select

- 9.1. Supply of Service
 - a) The Customer must register at least one fixed telephone line of another service supplier ("Fixed Line Supplier"). If it is later discovered that the Customer was not authorised to register the fixed line then du may terminate the Service with immediate effect.
 - b) du shall use its reasonable endeavours to supply the Service in accordance with the timelines. du provisions the Service relying on the Fixed Line Supplier so there may be delays if the Fixed Line Supplier experiences technical problems. du is not liable if the Fixed Line Supplier refuses to, or is unable to, complete the Service activation.
 - c) Until the automatic re-routing of calls is activated, the Customer may manually route its calls by dialling 08888 before making the call. Once activated, all calls outside the Customer's local area, with a national or international prefix or to a mobile number, will automatically be routed through du. All remaining calls will be routed through the Fixed Line Supplier. If the Customer changes its fixed telephone number then this Service will transfer to the new fixed telephone number.
 - d) Supplementary services like call waiting, call forwarding and call barring will continue to be provided by the Fixed Line Supplier. Call barring will only apply to calls routed through the Fixed Line Supplier. The Customer can choose to route its calls through the Fixed Line Supplier by using their override code.
- 9.2. Liability
 - a) If there is a fault with the fixed line the Customer should contact the Fixed Line Supplier to arrange repair.
 - b) du will 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:
 - i. a failure of the Customer to perform its obligations under Clause 4 above or the General Terms and Conditions;
 - ii. 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; or
 - iii. any equipment provided by the Customer that connects to the du Network.
 - c) du is not responsible for any fraudulent activity on the Customer's PABX or any unauthorised calls made.
 - d) If the Customer decides not to have its calls automatically routed through du, then the Customer can contact its du Account Manager or its Fixed Line Provider to have the automatic routing deactivated. The Customer can still route calls through du by dialling 08888 before making its call.

10. Call Select

- 10.1. Supply of Service
 - a) The Customer must register at least one fixed telephone line of another service supplier ("Fixed Line Supplier"). If it is later discovered that the Customer was not authorised to register the fixed line then du may terminate the Service with immediate effect.
 - b) 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 the pre-agreed activation date (the "Service Commencement Date"), then du shall notify the Customer as soon as practicable, stating a revised date which shall be the new Service Commencement Date and use its reasonable endeavours to meet that revised date.
 - c) Following installation of an auto-dialler, or the programming of the Customer's PABX, du shall test the Service and, following successful completion of the tests, notify the Customer that the Service is ready for use.
 - d) If the Customer has an analog phone line, auto-diallers and any other equipment (together the "du Equipment") necessary for supply of the Service will be provided by du, or one of du's authorised service providers, shall install and program the du Equipment at the Customer's premises. The Customer hereby authorises du and/or its authorised service providers to install and program the du Equipment as required. All du Equipment remains the property of du.
 - e) If the Customer has an ISDN or analog phone lines connected to a PABX the programming of the Customer's PABX shall be carried out by the Customer's system maintainer (the "System Maintainer"). In the event Customer does not have a System Maintainer or it has one which is not able to carry out the programming, the Customer hereby authorises du, and du's authorised service providers, to program the PABX and update the PABX as required. Further, the Customer agrees that it shall not hold du, or its authorised service providers, responsible for invalidating (in part or in whole) any warranty or maintenance agreements that may be in place in respect of the Customer's PABX.
 - f) The Service will provide services to mobile, national and international calls via du's network. All other calls will continue to be routed via, and billed by, the Fixed Line Supplier.
 - g) du may migrate the Customer's Fixed Service from Call Select to Carrier Pre-Select at any stage. du will give the Customer reasonable notice of any migration.

10.2. Liability

- a) If the Customer's auto-dialler or PABX goes wrong for any reason then the Customer's calls may default to the Fixed Line Supplier, and charges for such calls will be payable to the Fixed Line Supplier rather than du. du will not refund any charges for calls routed via the Fixed Line Supplier.
- b) The Customer should report faults with the Service to its System Maintainer. If the System Maintainer is unable to rectify the fault, or if the Customer does not have a System Maintainer, the Customer should report the fault to du by calling du Customer Care. du will investigate all faults reported to it and use reasonable endeavours to restore normal operation as soon as possible. Where the fault is caused by the Fixed Line Supplier the Customer should contact its Fixed Line Supplier. If the Customer reports a fault to du, which after investigation is discovered to lie within the Fixed Line Supplier, du may refer the fault to the Fixed Line Supplier for restoration. Where the fault is with the programming of the PABX, du shall rectify the programming.
- c) If the mistake in the programming of the PABX was caused by du the Customer will not be charged for the rectification. If the PABX programming was done by a third party then du shall charge for the rectification (which shall be agreed in advance with the Customer) and it will be added to the Customer's next monthly bill.
- d) The Customer will remain responsible to the Fixed Line Supplier for rental payments for the Customer's fixed telephone line, and if there is a fault with the Customer's fixed line, the Customer should contact the Fixed Line Supplier to arrange repair.
- e) du is not responsible for any fraudulent activity on the Customer's PABX or any unauthorised calls made.

11. Other Services

- 11.1. Voice Services are not available under the Data Line Services.
- 11.2. The Customer may, when using du's WiFi Services, choose to add the Customer's WiFi charges to the Customer's Mobile Account.