



Application form - Business Fixed Services

- New
 Service amendment
 Service termination
 Business Optimiser¹

Customer information

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

Provisioning address

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

Business Broadband service

BB Professional Unlimited	1 year contract ²	No contract	BB Premium Unlimited	1 year contract ²	No contract
Download speed/upload speed			<input type="checkbox"/> 30 Mbps	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 24 Mbps/6 Mbps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 20 Mbps	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 16 Mbps/2 Mbps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16 Mbps	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 8 Mbps/1 Mbps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 12 Mbps	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 4 Mbps/512 Kbps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 8 Mbps	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/> 4 Mbps	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/> 2 Mbps	<input type="checkbox"/>	<input type="checkbox"/>

For higher speeds, please contact your Account Manager.

Additional static IP address

- 255 IP addresses
 128 IP addresses
 64 IP addresses
 32 IP addresses
 16 IP addresses
 8 IP addresses
 4 IP addresses
- Please fill in the customer ripe application form.

Business Voice service

Choose the service and write the quantity next to it.

- A. Business Line: _____ Business Fax: _____ Business POS Line: _____

Includes Call Waiting, Call Forwarding and 3-Party Call Conferencing.

Optional value-added services* (free of charge)

Caller Line ID: _____

Optional value-added services* (chargeable)

- Code Control Barring: _____ Do Not Disturb: _____ Hotline: _____ Warm Line: _____
 Return Last Missed Call: _____ Ring Back When Free: _____ Call Hold: _____ Call Transfer: _____
 Call Barring – Local: _____ Call Barring – National: _____ Call Barring – International: _____ Call Barring – Outgoing: _____
 Call Barring – Incoming: _____ Call Hunting: _____

- B. Business Trunk Line: _____

Optional value-added services* (free of charge)

Call Forward Caller Line ID Call Hunting

Optional value-added services* (chargeable)

Call Barring - International: _____

- C. Business ISDN 2*: _____

Includes Call Waiting, Call Forwarding and 3-Party Call Conferencing.

¹ 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.

² Early termination fee of one month rental is applicable.

Optional value-added services* (chargeable)

- Do Not Disturb: _____ Hotline: _____ Warm Line: _____ Speed Dial: _____
- Ring Back When Free: _____ Call Transfer: _____ Call Hold: _____ Call Hunting: _____
- Call Barring – Outgoing: _____ Call Barring – Incoming: _____ Call Barring – Local: _____ Call Barring – National: _____
- Call Barring – International: _____ Additional number (max 7 per ISDN 2 Line): _____

D. Business ISDN 30*: _____

Includes 100 DID numbers

Optional value-added services* (chargeable)

- Call Barring – Local: _____ Call Barring – National: _____ Call Barring – International: _____
- Call Barring – Outgoing: _____ Call Barring – Incoming: _____ Disaster Recovery: _____
- Voice Call Hunting: _____ ISDN additional 100 DID numbers: _____

Business Hosted Voice*

Choose the service and write the quantity next to it.

	Purchase	Lease	Lease to own 12 months ³	Lease to own 24 months ⁴
<input type="checkbox"/> Video IP phone (Cisco IP phone 9971) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Executive IP phone (Cisco IP phone 7975) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Business IP phone (Cisco IP phone 7945) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Basic IP phone (Cisco IP phone 6921) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> IP Conference unit (Cisco IP Conference Station 7937G) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Expansion Module (Cisco IP Phone Expansion Module 7916) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Additional line on IP phone _____				
<input type="checkbox"/> VLAN _____				
<input type="checkbox"/> Hosted Voice Access Port _____				

Optional value-added services* (chargeable)

- Business Hosted Voice (applied when the Cisco IP phone is purchased): _____
- Music On Hold: _____ Corporate Directory: _____ Additional Line: _____
- Voice Group Pickup: _____ Auto Attendant IVR: _____ Extension Mobility: _____
- Single Number Reach: _____

Managed TV - Business

Choose the service and write the quantity next to it.

- Decoder purchase du TV*: _____ du TV +*: _____

Packages*

- ADD** ART Commercial Pehla: _____ ART Pub: _____
- OSN** Business Orbit Showtime Public Viewing: _____ Business Orbit – Showtime News Package: _____
- Business Orbit – Showtime News + BBC World Package: _____
- Star** Star Western: _____ Star Total: _____
- MBC** MBC Entertainment: _____
- Al Jazeera** Al Jazeera Sport: _____ Al Jazeera Sport News: _____
- Al Jazeera Sport A La Carte: _____ ESPN: _____
- ADMC** AD Sports: _____ JSTV: _____
- Eurosports** Eurosports News: _____

For additional packages, please ask for assistance.

³ Installments over the period of 12 months.

⁴ Installments over the period of 24 months.

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: _____

GENERAL TERMS AND CONDITIONS FOR BUSINESS SERVICES

March 2012

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

- 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.
- 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.
- 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.
- 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 authorized 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

- du aims to offer high-quality Services and, if any quality of service issues arise, will take all reasonable steps to minimize interruptions to, interference with or reduced quality of the Services.
- 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.
- 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

- 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. 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 be lost 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. Any invoice queries which are more than 6 months' old cannot be disputed.
- 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 settling 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 payment 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 amounts 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.
- 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 amounts overdue under another account. Any amounts du owes the Customer may be set-off against any outstanding payments due from the Customer to du.
- 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 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

- Some Services may require the Customer to pay a deposit for that Service.
- 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.
- 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.
- 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

- 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):
 - pay all charges for the Services that Customer orders and/or uses;
 - follow du's instructions in respect of each Service;
 - 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;
 - not resell the Service;
 - 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;
 - supply further documentation and information that du may request in order to comply with du's legal and regulatory obligations. Such information regarding identity may lead to termination of all Services and, in accordance with UAE law, may lead to fines, imprisonment or both; and
 - not connect any equipment to the du Network unless expressly approved by du.
- Circumstances where du can suspend or terminate a Service**
 - du may, without incurring any liability, immediately suspend or terminate a Service at any time, without notice, in the event that:
 - 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;
 - the Customer fails to pay charges due;
 - du is required to do so by any government, regulatory organization, emergency service, or other competent authority;
 - 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
 - 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)(b) or (d) above, du may, in addition, immediately terminate the Service.

- 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

- 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.
- 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

- 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 otherwise the Customer must pay an early termination charge.
 - If Customer terminates any Service before the expiry of the Fixed Term the Customer will be required to pay an early termination charge, which shall be notified to the Customer. In addition, du may bill the Customer du's reasonable costs incurred if du has to remove any equipment from the Customer's premises.
 - 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.
- 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.

5. When this Agreement ends, it is the Customer's responsibility to cancel any payment arrangements which have been set up.

9. Legal liability

- 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.
- Subject to the rest of this Clause, any liability which may arise will be limited to AED100,000 per incident and be capped to a maximum of AED500,000 for any number of incidents within any 12 month period.
- 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.
- 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-receipt 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; (e) for any failure to provide a Service for a reason outside of du's control.
- This Clause 9 will continue to apply even after this Agreement has ended.

10. Privacy, account details and passwords

- 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.
- 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.
- 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.
- 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.
- 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 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.
- If the Customer wants to make a complaint/disputes**
 - 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.
 - 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.
 - 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.
- Telephone numbers, domain names, email addresses**
 - 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.
 - 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.
- Content Services**
 - Content is information, communications, images and sounds, software and any other electronically-stored material accessible, received or distributed through the Services.
 - The Customer must not allow its End-users to access any age-restricted content if they are below the specified age.
 - 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.
 - du may establish size limits for transmission of emails and individual storage capacity for content on its network.
 - 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.
 - 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.
 - du may, at its discretion, and without notice, deny access, 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.
- Equipment and access to premises**
 - 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.
 - If replacement of the equipment or maintenance is required as a result of:
 - misuse or neglect of, or accidental or wilful damage to, the equipment by the Customer, or its End-user;
 - fault in, or any other problem associated with, the Customer's own equipment or any system that du does not cover; or
 - the Customer failing to comply with the terms of this Agreement.
 - 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).
 - 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 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: June 2010) - applicable to all Fixed Business Services

1. Supply of Service

- 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.
- 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.
- The Fixed Term for Fixed Business Services will be 12 months unless agreed otherwise between the parties in writing.

2. Charges, Invoicing And Payment

- 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.
- The invoices will be sent via email and/or with a hard copy by post.
- 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.
- 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. Customer Obligations

- 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 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;
 - 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;
 - 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;
 - 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;
 - 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
 - take all reasonable steps to prevent fraudulent, improper or illegal use of the Service.

4. Liability and Fault Reporting

- The Customer acknowledges that du does not exercise any control over, authorise or make any warranty regarding:
 - the Customer's right or ability to use, access or transmit any content using the Service; or
 - the consequences of the Customer using, accessing or transmitting any content using the Service.
- 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 failure of the Customer to perform its obligations;
 - 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;
 - any failure in a third party facility used in provision of the Service; or
 - any equipment provided by the Customer that connects to the du network.
- 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@du.ae.
- 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:
 - 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
 - du may charge Customer for any costs incurred by du in investigating the fault.
- 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.

5. Termination

- Either Party may terminate the Service immediately, in whole or in part, by giving notice to the other Party if:
 - 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
 - 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.
- 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.

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 charge, which shall be notified to the Customer.
- 1.6.2. Upon termination of a Service:
- the Customer must return any equipment du makes available to the Customer as part of the Service;
 - the Customer must pay to du all outstanding invoices;
 - the Customer must pay all Installation Charges and any termination charges; and
 - 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, 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.
- 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. Unless agreed otherwise with du, during the Fixed Term the Customer:
- can change to an Internet service with a lower Monthly Recurring Charge but will be required to pay an early termination charge, which shall be notified to the Customer;
 - can change to an Internet service with a higher Monthly Recurring Charge without any early termination 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:
- the Monthly Recurring Charges, on a monthly basis in advance;
 - the excess traffic charges in accordance with Clause 2.3, on a monthly basis in arrears;
 - the Installation Charge, after the Service is deemed ready for use;
 - charges for relocation, upgrade, downgrade or other reconfiguration of the Service, after the changes have been completed; and
 - 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. 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@du.ae.
- 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: June 2010)**
- (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:
- any usage based charges incurred;
 - the Monthly Recurring Charges on a monthly basis in advance; and
 - 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:
- the Customer's equipment;
 - any Customer's network that interfaces with the Service and/or du equipment; and
 - 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:
- 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;
 - 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
 - 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. Where the Customer selects a "lease to own" option, the equipment will remain du's property until the Customer has paid the full amount.
- 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 2010)**
- 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:
- the Annual Charges via email (in PDF format) and/or with a hard copy by post, on an annual basis in advance; and
 - 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 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. 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:
- subject to Clause 4.4.3, not allow any signal transmitted as part of a TV Service to be duplicated, split or re-routed;
 - 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;
 - 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.