

# Application form – du Home



Mobile no: \_\_\_\_\_ Account no \_\_\_\_\_

Sales advisor ID: \_\_\_\_\_ Shop ID: \_\_\_\_\_ Order no. \_\_\_\_\_

## Customer information

\*Name: \_\_\_\_\_ Gender:  Male  Male

ID type: \_\_\_\_\_ ID number: \_\_\_\_\_ ID issue date: \_\_\_\_\_  
DD MM YYYY

ID expiry date: \_\_\_\_\_ DD MM YYYY Nationality: \_\_\_\_\_ Visa type: \_\_\_\_\_

Visa expiry date: \_\_\_\_\_ DD MM YYYY Visa number: \_\_\_\_\_ \*Date of birth: \_\_\_\_\_  
DD MM YYYY

Email: \_\_\_\_\_ Contact no.: \_\_\_\_\_ paper bill and eBill  eBill

Monthly income: \_\_\_\_\_ Etihad Guest ID: \_\_\_\_\_

If you'd like to stay informed on new products and promotions from us or our partners, tick here. opt out  opt in

**Home address** \_\_\_\_\_ (Installation address for fixed services)

**Billing address** \_\_\_\_\_

Unit no.: \_\_\_\_\_ Street: \_\_\_\_\_ Area: \_\_\_\_\_

P.O. box: \_\_\_\_\_ City: \_\_\_\_\_ Emirate: \_\_\_\_\_ Bill/Correspondence language: \_\_\_\_\_

### Authentication

ID read electronically Bypass Reason \_\_\_\_\_

Customer - Biometrics OTP

Operator Agent - Biometrics OTP

Max no. of SIMs breach Reason \_\_\_\_\_

Geo Location \_\_\_\_\_

### Additional Documents

Employment Contract  Other Docs

Auto Payment  Salary Certificate

Title Deed  Utility Bill

Bank Statment  Tenancy Contract

Existing Subscriber \_\_\_\_\_  Vehicle Registration

## Auto Payment Information

**Card Holder Name** \_\_\_\_\_

Card number: \_\_\_\_\_ Card type: \_\_\_\_\_ Expiry date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I: \_\_\_\_\_ here by agree to add this card on Account no: \_\_\_\_\_

under the name of: \_\_\_\_\_ to auto debit charges

## Plan selection

### 1. Services Bundles (including a device for new customers)

#### du Home

You pay				
<input type="checkbox"/> AED 389	<input type="checkbox"/> AED 529/499*	<input type="checkbox"/> AED 529	<input type="checkbox"/> AED 689	<input type="checkbox"/> AED 1,189
You get				
Starter plan	Basic plan	Sports plan	Advanced plan	Ultimate plan
<b>Essential Pack - 1 pack of your choice</b> <input type="checkbox"/> English Package <input type="checkbox"/> South Asian Package <input type="checkbox"/> Arabic Package	OSN Entertainment Pack	beIN ULTIMATE Pack	OSN Entertainment Pack	OSN Entertainment Pack
-	<b>OSN Premium TV - 1 pack of your choice</b> <input type="checkbox"/> Ultimate Entertainment <input type="checkbox"/> Movies <input type="checkbox"/> Basic South Asia	-	<b>OSN Premium TV - 1 pack of your choice</b> <input type="checkbox"/> Ultimate Movies <input type="checkbox"/> Premium South Asian <input type="checkbox"/> OSN Pinoy Plus Extra <input type="checkbox"/> Ultimate Entertainment	<b>OSN Premium TV - 1 pack of your choice</b> <input type="checkbox"/> Ultimate Movies <input type="checkbox"/> Premium South Asian <input type="checkbox"/> OSN Pinoy Plus Extra
-	-	-	beIN ULTIMATE Pack Amazon Prime	Ultimate Entertainment
-	-	-	-	beIN ULTIMATE Pack Amazon Prime
-	-	-	-	<b>Essential Pack - 1 pack of your choice</b> <input type="checkbox"/> English Package <input type="checkbox"/> South Asian Package <input type="checkbox"/> Arabic Package

\*AED 499 price for Basic Plan is a limited-time offer.

Note: Ultimate Entertainment includes Entertainment GetStarted and Ultimate Movies includes OSN Movies.  
5% VAT will apply to all prices mentioned above.

#### du Home Light

Plan	Price
<input type="checkbox"/> Starter	AED 299
<input type="checkbox"/> Basic	AED 349
<input type="checkbox"/> Advanced	AED 399
<input type="checkbox"/> Ultimate	AED 699

### 2. Landline

- I would like additional landlines  
 I would like to activate/deactivate my existing landline

1 Fils per second	One time charge AED 0	Monthly AED 30	<input type="checkbox"/> Activate	<input type="checkbox"/> Deactivate
Advanced voice features	One time charge AED 50	Monthly AED 20	<input type="checkbox"/> Activate	<input type="checkbox"/> Deactivate

### 3. TV packages

- I would like an additional TV
- Add more TV packages on existing TV

<input type="checkbox"/> TV 1	<input type="checkbox"/> TV 2	<input type="checkbox"/> TV 3	<input type="checkbox"/> TV 4
<b>TV Decoder Type</b> <input type="checkbox"/> du TV <input type="checkbox"/> du TV+	<b>TV Decoder Type</b> <input type="checkbox"/> du TV <input type="checkbox"/> du TV+	<b>TV Decoder Type</b> <input type="checkbox"/> du TV <input type="checkbox"/> du TV+	<b>TV Decoder Type</b> <input type="checkbox"/> du TV <input type="checkbox"/> du TV+
<b>Essential Pack – select packages of choice</b> <input type="checkbox"/> English Package <input type="checkbox"/> South Asian Package <input type="checkbox"/> Arabic Package	<b>Essential Pack – select packages of choice</b> <input type="checkbox"/> English Package <input type="checkbox"/> South Asian Package <input type="checkbox"/> Arabic Package	<b>Essential Pack – select packages of choice</b> <input type="checkbox"/> English Package <input type="checkbox"/> South Asian Package <input type="checkbox"/> Arabic Package	<b>Essential Pack – select packages of choice</b> <input type="checkbox"/> English Package <input type="checkbox"/> South Asian Package <input type="checkbox"/> Arabic Package
<b>OSN Premium TV</b> <input type="checkbox"/> Entertainment Pack <input type="checkbox"/> Ultimate Movies <input type="checkbox"/> Premium South Asian <input type="checkbox"/> OSN Pinoy Plus Extra	<b>OSN Premium TV</b> <input type="checkbox"/> Entertainment Pack <input type="checkbox"/> Ultimate Movies <input type="checkbox"/> Premium South Asian <input type="checkbox"/> OSN Pinoy Plus Extra	<b>OSN Premium TV</b> <input type="checkbox"/> Entertainment Pack <input type="checkbox"/> Ultimate Movies <input type="checkbox"/> Premium South Asian <input type="checkbox"/> OSN Pinoy Plus Extra	<b>OSN Premium TV</b> <input type="checkbox"/> Entertainment Pack <input type="checkbox"/> Ultimate Movies <input type="checkbox"/> Premium South Asian <input type="checkbox"/> OSN Pinoy Plus Extra
<input type="checkbox"/> beIN ULTIMATE pack	<input type="checkbox"/> beIN ULTIMATE pack	<input type="checkbox"/> beIN ULTIMATE pack	<input type="checkbox"/> beIN ULTIMATE pack

- Free View is automatically activated once you subscribe to du TV+.
- du TV only applicable for second subscription.

### Special Notes

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By signing below, I acknowledge that:

1. I have read, understood and agree to the terms and conditions mentioned below for the services ordered & on www.du.ae
2. I have read, understood and agree to the Fees and Charges that are applicable to the services ordered as published on www.du.ae
3. I shall comply with terms as may be applicable to any third party products or services purchased with du services.
4. An early exit fee applies for termination of services with a fixed term.
5. Any upfront fee, payable at the time of signing this services agreement, is non-refundable.
6. du reserves the right to transfer the SIM and the number back to registered user if a request is made by such registered user within the rules and timelines set out by the Telecom Regulatory Authority of UAE.
7. VAT will be applicable at a standard rate of 5% on all du products and services.
8. The minimum term of the contract for the offer on du Home with a device offer is 24 months, du Home Light with a device is 12 months and standalone service is 3 months. Early exit fee will apply in case of early cancellation.
9. An installation fee of AED 200 will appear on my first bill.
10. A home services deposit of AED 200 will appear on my first bill and it will be waived if I register for auto payment via credit card.
11. A TV box deposit of AED 150 for each du TV box will appear on my first bill (for du Home customers only).

Please note, the broadband speed you request may not be available at your premises for technical reasons. If this is the case, we will change your order to the closest speed and tariff according to the price list. This speed will be lower than originally requested.

Sometimes we have special promotions or new du products that we think you will find interesting. If you would like to be kept informed, please tick here

If you want your phone number to be published in the du telephone directory and made available through our directory enquiry service, please tick here

\*Name \_\_\_\_\_

\*Signature \_\_\_\_\_

(.if not available, please provide a power of attorney)

\*Date \_\_\_\_\_

DD MM YYYY

# Consumer services agreement

June 2020



Thanks for choosing du. In this agreement, you'll find important information about the services you will receive from us. The terms are set out in detail below, but you must also check our website for extra terms and conditions (including relating to pricing) that could apply to a particular service, plan, offer or promotion. You can find this agreement on our website, ask for a copy in a du store or ask customer care to send you a copy. It's important that you read and understand the full terms before agreeing to use our services, as they contain some important information, including the following.

- How long your agreement with us will last
- Whether you will have to pay if you want to end your agreement early or before the end of the minimum term and, if so, how we will work out this amount
- How we might increase your charges
- What you can expect of us as providers of your services
- What we expect of you
- How we use your information

#### June 2020 update. Summary of key changes:

- Clarification on how we maintain service on our network
- How you can expect us to hold any deposit or advance payment that you may have paid us where required for any service, and how we will return that to you when your agreement ends
- Additional clarification if you have selected to use our convenient 'autopayment' option to pay your bills
- Removal of any old terms related to services no longer offered by us
- Where you order one of our broadband services, information on the speed you can expect from that service

## Your consumer services agreement in full

### 1. Terms which we use in this agreement

We use the following terms in this agreement. Where these terms are used, they appear in bold font.

You or your means the person listed as the customer on the application form.

We, our or us means Emirates Integrated Telecommunications Company PJSC, or 'du'.

Acceptable Use of Service Policy means the du policy that governs your use of the service, and which is available at: [www.du.ae/en/legal/Acceptable-Use-of-Service-Policy](http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy)

Agreement means this agreement which is made up of the following documents.

- a) The general terms set out in clauses 1 to 20 of this agreement
- b) Each service schedule
- c) The application form

Application form means a form or other document, webpage digital media which you sign, accept or fill in to order our services through any of our sales channels.

Charges means any charges due under this agreement.

Code of practice means our code of practice, which you can find at: [www.du.ae/terms-and-conditions](http://www.du.ae/terms-and-conditions)

Content means any digitally stored and transmitted material, including text, pictures, images, audio, video, games, graphics or software, or services incorporating any of these.

Customer care means one of our customer-care channels. More details are available at: [www.du.ae/personal/helpandsupport/contact-us](http://www.du.ae/personal/helpandsupport/contact-us)

Downgrade means any reduction in the capacity, scope or level of your service.

du equipment means equipment we provide you with to use in connection with your service, but which remains our property.

Early cancellation fee means the fee you must pay if you cancel a service early.

Equipment means the equipment which we give you as part of the services.

Circumstances outside our control means something we have no control over, such as a natural disaster, an uprising against an authority or the government, civil disorder, war or military operations, national or local emergency, damage to cables, terrorist acts, industrial disputes or action including lockout, partial or total strikes or other unrest within our workforce, epidemic, transport methods or supplies being blocked, earthquake, fire, storm, lightning, explosion, flood, water damage, land subsidence, severe weather, gas or electricity supplies being unavailable or restricted, action any other person (including any telecommunications operator) takes or fails to take if neither we nor you are responsible for that person, action any regulator or government agency takes or fails to take or restrictions which they set, action that is necessary to meet a legal obligation, or any other circumstance outside your or our control.

Fair Usage Policy means the du policy that governs your use of the service, and which is available at: <https://www.du.ae/legal/broadband-fair-usage-policy>

Identifier means a telephone number, a domain name, an email address or similar.

Minimum term means the minimum period (as set out in the application form) that you have agreed to stay with us for the services.

Monthly recurring charge (MRC) means the charge which you pay to us every month for a service.

Network means the communications network run by us.

Other users means any other users registered under your account.

Personal information means any personal information relating to you. It includes, but is not limited to, your name, address, bank account details, ID details (passport or Emirates ID), credit card details, service usage details, call records, message records, account status, payment history and credit rating, and any information we get as a result of you using the services.

Service or services means any service we provide to you as set out in the application form and described in more detail in a service schedule.

Service start date means the date that you can start using the services.

Service schedule means any schedule describing the specific terms of any service which we provide to you.

Rate plan means the rate plan (or plans) on our website which will tell you the prices for our services.

TRA means the Telecommunications Regulatory Authority of the United Arab Emirates.

UAE means the United Arab Emirates.

Unauthorised traffic means a flow or volume of calls for any service which we believe is not what we would reasonably expect from someone using our network in good faith or is not consistent with your previous call history (in any given month) with us.

Usage charge means a charge which applies to a service based on usage (for example, call charges or data charges).

VAT means value added tax or any similar tax set from time to time.

Our website means [www.du.ae](http://www.du.ae)

### 2. How long your agreement lasts

2.1. **Start date.** This agreement starts on the date you sign, accept or fill in the application form.

2.2. **Term.** Unless you or we end this agreement earlier, it will continue for the minimum term. Once the minimum term has ended, this agreement will continue until you or we end it by giving the other 30 days' notice in writing.

### 3. How to order a service

3.1. **Ordering.** To order a service, you must fill in an application form. The details you provide in the application form must be correct.

3.2. **Acceptance.** We may accept or reject your application form, or ask you for more information. Your application form will be accepted when we have activated the service you have applied for.

### 4. The services we provide to you

4.1. **Services.** We will provide all services with reasonable skill and care but we cannot guarantee a fault-free or uninterrupted service because of the nature of the technology needed to provide the service to you, or for reasons outside our control.

4.2. **Security of your communications.** We will do all we reasonably can to make sure your communications are secure. However, we cannot guarantee that your communications will be completely secure due to reasons outside our control.

4.3. **Your responsibilities.** We will not be responsible for any delay or failure of the services if you do not keep to this agreement.

4.4. **Access to your home for home services.** You must provide us with access to your home when we need it to allow us to deliver, install and provide home services to you.

4.5. **Providing information and documents.**

a) **Your information.** We, or any government authority, may ask you for certain information to allow us to provide the services. You must provide all information and documents (including identification and billing details) we ask you for.

b) **Change of personal information.** You must keep your personal information up to date and tell us immediately if it changes. If you do not keep your personal information up to date (including your passport expiry date), we may have to end your service.

4.6. **Telephone numbers and unique identifiers.** When we provide you with the services, we may provide you with use of an identifier. You must keep to the requirements of any regulatory body which provides these identifiers. These identifiers do not belong to you, and we may recall them if any regulatory body asks us to, or if we have a good reason to. If you ask us to remove or deregister an identifier from your account, we will be allowed to use that identifier for another customer in line with relevant laws and regulations.

### 5. Moving to us from another service provider

5.1. **Keeping your number or services.** If your previous service provider (previous provider) allows you to:

- a) transfer a home service; or

- b) move your current mobile number; to us, you are still responsible for all outstanding charges due to the previous provider for any services they provided to you.

5.2. **Non-payment to your previous provider.** If you fail to pay any outstanding charges to your previous provider, we may suspend or end the services.

## 6. Your use of the service and equipment

6.1. **Keeping to this agreement.** You must meet the terms of this agreement, all laws and regulations that apply, and any other reasonable instructions we may tell you about when you use the service or equipment.

6.2. **Restrictions on your use of the services and equipment.** You must make sure that the services or equipment are not used:

- a) in a way that is not in line with our **Acceptable Use of Service Policy** and **Fair Usage Policy** (you may have to pay a fee if you do not meet this condition);
- b) for sending or distributing illegal or offensive material;
- c) for distributing any material that contains software viruses or any other disabling or damaging programs;
- d) in any way which weakens or damages the network or our ability to provide the services;
- e) in a way which uses automated methods to make calls using the network;
- f) to make a computer permanently accessible as a server;
- g) for setting up connections where the caller receives payments from third parties, based on the call or the length of the connection (for example, connections to advertising hotlines);
- h) for automated machine-to-machine (M2M) data exchange; or
- i) fraudulently or illegally or in a way which is not in line with this agreement.

6.3. **No reselling.** You must not resell, distribute or provide the services or equipment to anyone else.

6.4. **Accessing the internet.** You are responsible for all charges if you use the service to access the internet, other data networks, websites, or content. We are not responsible for any content you may access while using the services or for how you use the services.

6.5. **Responsibility for other users.** You are responsible if you allow other users to use equipment and services that we provide to you under this agreement (including paying for the services they use).

## 7. Changes to your services

7.1. **If you want to change your services.** You can ask us to make a change to your service (which does not include suspending or cancelling it) at any time by giving us 30 days' written notice. If we agree, we will make that change. If the change you ask for is a **downgrade**, you will have to pay an **early cancellation fee**. If it is not a **downgrade**, you must pay any charges which are due for making the change. We will tell you what those charges are if they apply.

7.2. **If we want to change your services.** We may sometimes make changes to your services or equipment. We will always make sure that these changes do not significantly affect your use of the services or equipment.

## 8. Faults on our network

8.1. **Faults.** We will provide services with reasonable skill and care. However, the services are not fault-free. There are a number of reasons why you may find problems with the services and these include any planned maintenance to our network, unplanned outages and so on.

8.2. **Reporting faults.** To report a fault, please contact **customer care** which is available 24 hours a day, seven days a week.

## 9. Equipment

9.1. **Delivering equipment.** If we need to provide you with equipment for a service, we will deliver that equipment to the address you provide on the application form.

9.2. **du equipment.** We may provide you with certain other items of equipment to use in connection with your service (du equipment). This will remain our property and you must not resell or distribute it. Unless we tell you otherwise, you must return the du equipment to us when the service ends. If you do not, we may charge you a fee. You are responsible for any damage to, or destruction or theft of, the du equipment, unless this is caused by us.

9.3. **Who will own the equipment.** Any equipment that we sell to you will remain our property until you have paid in full.

9.4. **Risk.** You are responsible for protecting any du equipment or any equipment, including against damage, loss and theft.

9.5. **Using du equipment.** Unless we agree otherwise, for du equipment which is in your home, you must:

- a) allow us into your home so our staff or contractors can service, change, repair or replace it;
- b) use it only as we instruct you to;
- c) not interfere with, change or tamper with it or allow anyone else to; and
- d) not do anything to damage it or affect the way it works.

9.6. **Replacing equipment or du equipment.** If the du equipment needs replacing through no fault of your own and it is within the warranty period, we will not charge for a replacement. If the equipment is outside the warranty period, you may have to pay a charge.

## 10. Suspending or cancelling your services

10.1. **Suspending and cancelling.** If any of the following applies, we may suspend or cancel your services and stop any of your equipment from using the network. If we do this, we will not give you any notice.

- a) You do not keep to this agreement.

b) We are instructed to do so by any government authority, or we must do so by law.

c) We believe you are using the services or equipment in a way which is not allowed under this agreement.

d) We suspect fraud or illegal activity associated with your services, SIM card, number or equipment, or we suspect unauthorised traffic.

e) You tell us you have lost your equipment or it has been stolen.

f) You become bankrupt or insolvent or go into liquidation.

g) We believe you are doing something which might damage our network or the services we provide to other users.

h) This is necessary for us to be able to maintain, make changes to and test our network, or there is a technical failure of the network.

10.2. **Ending the service.** If we are permanently unable to provide any of our services to you, for any reason, we will give you 30 days' written notice before we end any affected service.

10.3. **Reasonable costs.** If we suspend or cancel the services because of something you have done or failed to do, you must pay all our reasonable costs and expenses which are a result of this.

10.4. **Liability for charges.** You must continue to pay any charges during any period of suspension.

## 11. Charges and payment

11.1. **Invoice.** If you have a post-paid service, each month we will send you an invoice for your charges. You must pay these charges no later than the due date on the invoice.

11.2. **Failure to pay on time.** If you do not pay the charges by the due date on the invoice, we may do the following.

a) **Charge a late-payment fee.** We may charge you a late-payment fee based on the unpaid amount until you make the payment in full.

b) **Suspend, cancel or block your services and equipment.** We may suspend, cancel or block your services.

c) **Withhold any amounts we owe you.** If we owe you any money (for example, a credit note, a deposit or a refund), we may keep this and use it to pay the amount you owe us. If there is any money left over after doing this, we will return it to you.

d) **Debt collection.** We may instruct a debt collection agency to collect any unpaid amount.

11.3. **Price changes.** We may change your charges. If we do, we will give you at least 28 days' notice. If you do not accept the new charges, you can cancel this agreement and your services as long as you do this within 30 days of receiving our notice.

11.4. **Early cancellation fee.** If you have selected a service which has a minimum term, you agree to receive the services from us for the minimum term. If you want to end any or all of your services early, we will charge you an early cancellation fee. The amount of your early cancellation fee will depend on the services you have signed up for, and when you decide to cancel (please see your rate plan or application form for more details).

### Post-paid services

a) If you cancel any post-paid service within the first six months of this agreement, we may charge you an administration fee, depending on your service.

b) If you cancel a post-paid plan before the end of the minimum term, you will need to pay a fee (as set out in your rate plan).

### Fixed services

c) If you cancel any fixed service before the service start date, we will charge you an administration fee.

d) If you cancel a fixed service before the end of the minimum term, you will need to pay a fee based on the relevant rate plan.

11.5. **Refunds.** If you or we cancel a prepaid service in line with this agreement, you will not be entitled to any refund.

11.6. **VAT.** The following conditions apply in relation to VAT.

a) All amounts stated in this agreement do not include any VAT that is due.

b) If we supply goods or services to you, the charges for those goods or services do not include VAT and you must pay the VAT on top of the charges when you pay the charges or when we supply the goods or services.

c) If you pay or refund our costs, fees, charges or expenses, you must also cover any part of those costs, fees, charges or expenses (or a proportion of them) which represents VAT, unless we are entitled to claim back that VAT from a tax authority.

d) If the charges for any goods or services we have supplied is adjusted (including if we apply any early cancellation charges for the service), you and we must make all appropriate adjustments to the VAT paid previously, including repaying the VAT if necessary and paying any further VAT that is due.

## 12. Deposits, credit assessments and auto-payment

12.1. **Deposit and advance payment.** We may ask you for a deposit or advance payment for some services. We may use this deposit or advance payment towards paying for your services (or use it as payment towards any other account you have with us) if you:

- a) fail to pay any charges by the due date on the invoice; or
- b) do not return equipment or du equipment after we or you cancel a service.

You can ask us to return your deposit or advance payment when your agreement ends. You can do this using customer care or by visiting one of our stores. We will return your deposit or advance payment either in cash, by bank transfer or to your credit card. We will take any amounts you owe us from the amount we return to you, and these will be shown in your final bill.

- 12.2. **Credit assessment.** We may carry out a credit assessment based on the information you give us when applying for **services**. You confirm that you agree (either on the **application form** or through other digital means) to us sharing this information with a credit assessment agency. We will use this information to:
- set any credit limits; and
  - accept or reject your application for **services**.
- 12.3. **Credit limit.** If you have reached your credit limit in any month, we may suspend your **services** until you make a payment which brings your balance below your credit limit. You are responsible for all **charges** on your account even if these are over the credit limit.
- 12.4. **Auto-payment.** If you decide to use our auto-payment function at any time, you will need to register your credit card or debit card details with us. If you agree to use the auto-payment function, you agree that we are authorised to deduct any charges you owe us relating to your use of the **services**. This may include:
- any charges that are due for your **services**;
  - any charges you have not been paid by the due date shown on an invoice; and
  - any charges included in a final bill if you have ended your **services** with us.

We may remove from the auto-payment function any credit card or debit card that has expired, is identified as stolen, or fails. For some of our **services**, we may choose not to enforce any deposit or advance payment due under 12.1 if you activate auto-payment. For other **services**, such as our device instalment plans, you must use our auto-payment function. We may, in any case, suspend your **services** and charge you the deposit, administrative fee or advance payment if the auto-payment fails for any reason.

### 13. Liability

- 13.1. We will not be legally responsible to you under this **agreement** unless UAE law states otherwise.
- 13.2. If UAE law states that we are responsible to you for a claim, we will not pay you more than AED20,000 for any claim or more than AED40,000 for all claims within any 12-month period.
- 13.3. We will not be legally responsible to you or any other user for any loss of business, revenue, profits or savings, data loss or corruption, or any other indirect loss or damage.
- 13.4. Also, we will not be legally responsible to you or other users if our **network** or your **services** become temporarily unavailable, for any faults, malfunctions or delays in any way related to the performance of the **network**, for any products or **services** you use with the **services** which you have not bought from us, or for failure to provide a **service** if this is outside of our control.
- 13.5. This clause will continue to apply to our relationship with you after this **agreement** ends.

### 14. Ending your services

- 14.1. **Ending a service by notice.** You can end a **service** by giving us 30 days' written notice and immediately paying us any **early cancellation fee** that applies if you cancel before the end of the **minimum term**, together with any outstanding **charges**.
- 14.2. **No court order.** You agree that a court order will not be needed to cancel this **agreement**.

### 15. What will happen if you or we cancel this agreement

- 15.1. **Stop using the services or equipment.** You must immediately stop using the **services** and **equipment** once the cancellation becomes effective.
- 15.2. **Return any du equipment.** As soon as the cancellation becomes effective, you must return all du **equipment**.

### 16. Personal information and privacy

- 16.1. **Privacy law.** We will act in line with all UAE laws which relate to privacy and protecting your **personal information**. If you use the **services** in another country outside the UAE, we will not have to process your information under any other law.
- 16.2. **Personal information.** We will take all reasonable steps to prevent your **personal information** being dealt with without your permission. We may share your **personal information** if:
- we are allowed to do so under any law or regulation;
  - you give us permission to do so;
  - we have to when carrying out a credit check;
  - any law-enforcement agency or government body requires us to; or
  - it is necessary to give it to any other person or organisation who is directly involved in supplying a **service**. If we do, we will make sure that person or organisation takes all reasonable steps to keep your **personal information** confidential and only use it for providing the **service**.
- 16.3. **Passwords.** You must keep any password you use to access your account or **services** safe at all times.
- 16.4. **Use of personal information.** If you give us your permission, we may use your **personal information** to keep in touch with you in the way we describe in our **code of practice**. We may also hide your personal details so you cannot be identified as an individual and combine your information with other people's information. We may then share this information with other people and organisations.
- 16.5. **Monitoring.** We may monitor your use of the **services** and record your calls made to **customer care** for training, financial-control, quality-control and regulatory or legal purposes.

### 17. Changing the terms of this agreement

- 17.1. **Variations required by law.** We may vary this **agreement** at any time if any law or regulation requires us to, or if the **TRA** tells us to. We will give you written notice if this applies.
- 17.2. **Changes we make.** Also, we may change this **agreement** at any time and for any other reason. If the change is a price increase, or has the same effect as a price increase, we will give you at least 28 days' notice of the change. During this 28-day notice period, you are entitled to cancel the **service** without having to pay any **early cancellation fee**.

### 18. Governing law and jurisdiction

- 18.1. This **agreement** is governed by the federal laws of the United Arab Emirates and the laws of the Emirate of Dubai. Unless clause 18.2 applies, any legal proceedings relating to this **agreement** can only be brought in the courts of Dubai.
- 18.2. We may choose to start and pursue proceedings relating to any matters arising out of this **agreement** in the Dubai International Financial Centre (DIFC) courts.

### 19. Circumstances outside our control

We will not be responsible for any **circumstances outside our control**. You are responsible for all **charges** during **circumstances outside our control**. We will do all we can to reduce the effect of any **circumstances outside our control**.

### 20. General

- 20.1. **Notices.** If we need to send you any notice, we will send this by post, email or text message. We will consider your latest postal address to be the correct address for sending notices to.
- 20.2. **Transferring this agreement.** We may transfer this **agreement** to anyone at any time without your permission.
- 20.3. **Subcontracting.** We may subcontract any of our responsibilities under this **agreement**, but we will still be responsible for the **services** we provide to you.

## Service schedule Mobile services

This service schedule applies if you have bought any consumer mobile services (mobile services) from us.

### 1. Using mobile services

- All post-paid mobile **services** must continue for at least a month from the date you start using the mobile **service**, unless we tell you otherwise. Some mobile **services** have a **minimum term** and must continue for the whole **minimum term**. If you cancel the **service** before the end of the **minimum term**, you may have to pay an **early cancellation fee**.
- Any SIM card we supply to you will remain our property, and you agree to take good care of it. We may charge you to replace any SIM cards that are damaged or faulty, however the damage or fault is caused. If you lose your SIM card or it is stolen, you must immediately report this to us so we can suspend or cancel your **services**. If you do not do this, you will be liable for all **charges** relating to the loss or theft.
- Your ability to use certain mobile **services** will depend on the features of your handset and the way it works.
- You can change your tariff plan at any time, but any change will only take effect from the beginning of the following billing month, and you may have to pay an **early cancellation fee** if you cancel before the end of the **minimum term**.

### 2. Mobile roaming (using mobile services abroad)

- Mobile roaming relies on the telecommunication systems of foreign networks. We have no control over these and so cannot guarantee the quality or availability of mobile **services** when you are abroad.
- We may ask you to provide a deposit to use roaming **services**. We may keep any roaming deposit for up to 60 days after your roaming **service** has been cancelled. We may use your deposit to pay any **charges** due for roaming **services**.
- If you use the mobile **services** outside the UAE, you are responsible for keeping to all local laws and regulations that apply.
- You are responsible for all **charges** which relate to using your phone while abroad, including all data **charges**. Sometimes there may be a delay before certain **charges** appear on your account.
- Some discounts or offers might not be available to you while using your phone abroad. You will need to visit our **website** for the terms that apply to your discount or offer.

### 3. Data line services

- Voice **service** is not available under the data line **services**.

### 4. Other terms

- Please check our **website** for extra terms and conditions (including relating to pricing) that apply to a particular mobile **service** or plan (prepaid or post-paid), offer or promotion.

## Service schedule Fixed services

This **service schedule** applies if you have bought any consumer fixed **services** (**fixed services**) from us.

### 1. Fixed service – voice

- 1.1. Depending on availability, **we** will provide the fixed voice **services** using either our landline or carrier selection (**CS**) or carrier pre-selection (**CPS**) **service**. **We** will tell you which when we receive your **application form**. There will not be a **minimum term** if **we** tell you that **we** will provide the fixed voice **services** by carrier selection or carrier pre-selection.
- 1.2. If **we** suspend your fixed voice **service** because you miss a payment, you will continue to receive incoming calls and be able to make emergency calls for up to two months from the date **we** suspend your **service**. If you do not pay all outstanding **charges** by the end of the two-month period, **we** will disconnect your **service**.
- 1.3. If you have any faults with your **service**, you should report these to us by contacting **customer care**.
- 1.4. For CPS or CS, you must register at least one fixed phone number provided by another **service** provider ('line provider') to receive this **service**.
- 1.5. **We** rely on your line provider to provide your **service**. **We** will try to provide it within a few days of your request, but there may be delays. **We** are not liable if your line provider refuses, or is unable, to activate the **service**, but **we** will tell you if this happens.
- 1.6. Once the **service** is activated, all calls outside your local area code (with a national or international dialling code) or calls to a mobile number will be automatically routed through us. (This is known as the automatic-routing **service**.) All other calls will be routed through your line provider. If you would prefer not to have your calls automatically routed through us, you can contact **customer care** to opt out of the automatic-routing **service**. If you change your fixed phone number, this **service** will transfer to the new number.
- 1.7. Your line provider will continue to provide supplementary services, such as call waiting, call forwarding and call barring. Call barring will only apply to calls routed through your line provider. You can choose to route your calls through your line provider by using their override code. You must pay **charges** for any calls routed through your line provider to them rather than us.
- 1.8. There is a charge to activate the fixed **service**. You must pay the line-rental payments for your fixed line to your line provider. You will be responsible for all calls made using the **service** from the fixed line.
- 1.9. If there is a fault with the fixed line you should contact your line provider to arrange a repair. If your line provider suspends your phone **service**, our CPS **service** will also be suspended. If you have any faults with your CPS **service**, you should report these to us by calling **customer care**.

### 2. Fixed service – broadband

- 2.1. The speed of your broadband **service** will be the speed identified on your **application form**, online or by phone and is based on the speed you are likely to receive during peak times. If you have a DSL connection, the maximum speed will be the speed that is supported by your line.
- 2.2. If the speed you request is not available at your home, **we** will provide the closest lower speed and will charge a lower tariff in line with the **charges** stated on our **website**.
- 2.3. **We** do not guarantee that the broadband **service** will transmit information accurately, reliably or at all.
- 2.4. **We** will not be responsible for any failure of the broadband **service** which has been caused by any unauthorised changes you make to the **service** or any related **equipment**. If **we** need to repair the **service** because you have made authorised changes, **we** will invoice you at our standard rates.
- 2.5. For legal reasons **we** must block access to **content** that is offensive on the grounds of public interest, public morality, public order, public and national security, national harmony or Islamic morality, or which is otherwise banned by law. Please contact **customer care**, or follow the process set out on the web-blocking page, if you want to block or unblock access to particular **content**.
- 2.6. Other than as required by law, **we** provide all broadband **services** on an open system with no filters or firewalls. Depending on the level of your **service**, **we** may provide third-party antivirus and anti-spyware software for you to install at home. Installing and using this software does not guarantee that the broadband **service** will be fully protected, and **we** are not responsible for protecting the security of any information you transmit using the broadband **service** or our **network**. You are completely responsible for any information retrieved, stored or transmitted through the broadband **services** or our **network**.
- 2.7. **We** will provide the broadband **service** to a socket located in your home. If you do not have a broadband socket, **we** will install one for you. There may be an extra charge for this.

### 3. Fixed service – TV

- 3.1. The TV **service** is a fixed **service** under this **service schedule**.
- 3.2. **We** will provide the TV **service** using our du TV or 'view anywhere' **service**. **We** will tell you which when you send us your **application form** or request our **services** online or by phone.

- 3.3. You may need a TV decoder to access the TV **service**. **We** offer a number of TV decoder options which you can rent from us. You may have to pay a charge when you upgrade or downgrade your TV decoder.
- 3.4. TV **content** may be provided by other **content** providers, and there may be separate **charges** for this. Prices for TV **content** may change. If these price **charges** are within our control, **we** will aim to give you seven days' notice of any changes. By continuing to use the TV **service** you are accepting any price changes. If you do not accept a change, you must contact **customer care** to cancel the TV **service** within seven days of receiving our notice of the price change.
- 3.5. You can change your TV package at any time, but this may mean you have to pay extra **charges** (see our TV charges on our **website**).
- 3.6. For technical reasons, **we** may have to upgrade the TV decoder's software and this may affect any **content** you have recorded on your TV decoder. **We** will give as much notice as possible before any upgrades.
- 3.7. The recording function of your TV decoder may not be available for every channel or TV show. Your TV decoder will display a message when this function is not available.
- 3.8. Not all TV **content** is age-rated. **We** are not responsible for the suitability of unrated TV **content**.
- 3.9. **We** are not responsible if you fail to use the parental-locking or rental-locking function of the TV decoder properly.
- 3.10. TV broadcasters decide the TV **content** and the programming information. **We** are not responsible for the TV **content**, or the programming information, or any changes to it. **We** (or other people or organisations who provide the **content**) may, at any time and without notice, change TV channels and channel packages, and remove programmes or parts of programmes which have been previously advertised as available.
- 3.11. **We** will tell you of any short-term events for which **we** have set extra terms and conditions.
- 3.12. **We** will charge you for any movies-on-demand **content** you rent using the TV **service**. To avoid unauthorised use, you should set up a PIN code.
- 3.13. Movies-on-demand **content** is only available for 48 hours from when you confirm the purchase. You can play the **content** as many times as you like during this time. If you subscribe to a video-on-demand **service**, you can watch all the videos that are currently available in the video-on-demand **service** catalogue for the whole length of your subscription.
- 3.14. You must not record or edit the movies-on-demand or video-on-demand **service content**.
- 3.15. If you receive our view-anywhere **service**, you will be responsible for your device and for making sure it can connect to the internet. Please note that Apple devices do not allow streaming of **content** on 3G connections.
- 3.16. Certain features of the view-anywhere **service** (for example, the movies-on-demand and video-on-demand **services** and pay TV channels) rely on the speed and quality of your broadband or mobile **service**, which may be provided by other networks over which **we** have no control, and so **we** cannot guarantee the quality or availability of those features of the view-anywhere **service**.
- 3.17. You can only access the TV **services** (including du TV and view-anywhere **services**) and features (including TV channels and the movies-on-demand and video-on-demand **service**) in the UAE, unless **we** tell you otherwise.
- 3.18. **We** may block or withdraw access to certain applications, capabilities, features or functions for legal or regulatory reasons.

### 4. Other terms

- 4.1. Please check our **website** for extra terms and conditions (including relating to pricing) that apply to a particular fixed service or plan (prepaid or post-paid), offer or promotion.