

# application form Internet Dedicated Access plus



Serial No.:

Contact No.: ..... Date: .....

Welcome to Etisalat.

Please complete this form if you are applying for **Internet Dedicated Access plus**. Please note that incomplete information may cause delays in service provisioning.

## A. Type of Request

New request  Upgrade  Downgrade  Port configuration  Internal shifting  External shifting  Others

## B. Type of Service

IDA (Part I)  Managed WAN (Part II)  DDoS (Part III)  Web Security (Part IV)

## C. Company Information

Company Name: .....

Billing Address in the UAE: .....

P.O. Box: ..... Emirate: .....

Office No.: ..... Fax No.: .....

## D. Contact Person Details

Power of Attorney  Letter of Delegation

Name: .....

Title/Position of the Person: .....

Mobile No.: ..... Office No.: ..... Fax No.: ..... Email: .....

ID Document Type:  Emirates ID  Passport  GCC ID

ID Document No.: ..... Date of Issuance: ..... Date of Expiry: .....

Unified No. (required in case of passport): .....

P.O. Box: ..... Emirate: ..... Nationality: .....

## E. Company Contact Details

Name of Authorised Person: .....

Title/Position of the Person: .....

Address: .....

Office No.: ..... Fax No.: .....

## F. Type of Subscription

Existing Account No.: .....

New customer  Existing customer

Upgrade service - From: ..... To: .....

Downgrade service - From: ..... To: .....

Cease service

\*Service/package: .....

## Part I - Internet Dedicated Access plus

### A. Type of Request

- a.  New  Upgrade  Downgrade

Existing Account No.: .....

b. Access speed available from 5MB to 10GB

- 5Mbps  30Mbps  60Mbps  125Mbps  200Mbps  1Gbps  6Gbps  
 10Mbps  40Mbps  80Mbps  150Mbps  400Mbps  2Gbps  8Gbps  
 16Mbps  50Mbps  100Mbps  175Mbps  800Mbps  4Gbps  10Gbps  
 Other .....

Note: All of the above are provided on an ethernet interface.

- c.  Monthly plan  Yearly plan

Note: The "Yearly plan" offers up to 18% discount on the rental compared to the "Monthly plan". Early exit terms and conditions applicable.

### B. IP Address

Number of IP addresses required:

- 8  Other (Multiples of eight) .....

Note: Kindly submit completed RIPE form. If more than 8 IP addresses are required, then please attach the network diagram with full explanation.

### C. Domain Name

- a.  New

1st choice .....  2nd choice .....

3rd choice .....

- b.  Existing

### D. Value-Added Services

Backup solution:  Yes  No

SLA:  Yes  No

## Part II - Managed WAN Service

### A. Type of Request

- New Managed WAN Service Package  Change CPE or Add Module  
 Change of Service Package  Change of CPE Onsite Support  
 Cancellation of Managed WAN Service  Change of CPE Configuration

### B. Network Information and Managed WAN Service Package Requirements

1. **Site No.:** Number of sites you require subscription to Managed WAN Service. If the list below is not sufficient, you can use a separate sheet and list down the additional sites. Note: Maximum of 4 site installations per day (i.e. 2 each for areas in Abu Dhabi and Dubai).
2. **Site Address:** Enter the location address of the sites indicated below. You MUST attach network diagram and indicate the corresponding sites you have listed below.
3. **WAN Speed:** Indicate the associated bandwidth speed of the network of the site you have indicated below.
4. **Types of Managed WAN Service Packages:** Select the type of Managed WAN Service Package you intend for the corresponding site you indicated below. Please tick only one for each site.
5. **Important:**
  - Subscription to any type of Managed WAN Service Package associates the start of subscription of CPE leasing. CPE Leasing Requirement is on the next page.
  - Out-of-band management requires 3G subscription to perform status check of CPE during a suspected connectivity failure. This request is submitted separately and has to be ready prior to CPE installation.
6. Subscription to Managed Security VPN includes 4 FREE VPN tunneling per CPE connection.

Site No.	Site Address (Please include Room No., Floor No., Building Name, City/Town, Emirate)	WAN Connectivity Details		Types of Managed WAN Service Packages to Subscribe for the Site			Level of Support		
		Interface Type Serial or Ethernet	Speed	Managed Router	Managed Firewall	Managed Security VPN	24x7x4	8x5x4	8x5xNBD
1				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### C. Customer Premises Equipment (CPE) Router Information

- Supported CPE Routers are the following:
  - Model 800 Series, 1900 Series, 2900 Series, 3900 Series, ASR 1000 Series, 7600 Series
- The CPE Router is on lease from Etisalat on a monthly basis. Leasing Period is available in a 1 year, 2 year or a maximum of 3 year period. CPE monthly rental will be waived to the customer after completing the maximum 3 year lease on the same CPE model from Etisalat. Total period of CPE leasing between Initial and Extension must not be more than 3 years.
- Subscription to Managed Service package, CPE Onsite Support associates with your subscription to the CPE Router leasing period.
- Request to cease or upgrade CPE router to other model within the existing leasing period incurs early exit penalty.
- Selected CPE leasing period is applicable to all sites you have indicated from this application.
- If on the initial leasing period, 3 year leasing has been selected then there is no longer an option to select from the CPE Extension Period Leasing.
- Your selection of CPE Onsite Support associates with the CPE Leasing period you have selected.

### D. CPE Leasing Period Requirement

Initial CPE Leasing Period (Tick only one):  1 year  2 years  3 years

Extension Period of CPE Leasing (Tick only one, referring to point 2 above):  1 year  2 years

### E. CPE Router configuration Details Requirements

Per CPE Connection/Site - 1	Details
CPE site exact location (Including Room, Floor No., Building Name, City/Town, Emirate)	
Technical contact name	
Technical contact mobile number (Indicate GSM provider, e.g. 050 or 055)	
Technical office telephone no.	
Technical email address (Public emails are not allowed, e.g. itech@yahoo.com)	
Public IP address	
Per CPE Connection/Site - 2	Details
CPE site exact location (Including Room, Floor No., Building Name, City/Town, Emirate)	
Technical contact name	
Technical contact mobile number (Indicate GSM provider, e.g. 050 or 055)	
Technical office telephone no.	
Technical email address (Public emails are not allowed, e.g. itech@yahoo.com)	
Public IP address	
Subnet mask (Public IP address)	
CPE MAC address	
Private IP address	
Subnet mask (Private IP address)	

Border Gateway Protocol, if any	
Others	

**Note:**

You can produce a copy of this form if the CPE configuration form is not sufficient.

## Part III - Managed DDoS Mitigation Service

### A. Type of Request

- New request
  Upgrade/downgrade of bandwidth
  Service cessation

### B. Subscription Details

Enter the Port Bandwidth (Specify speed unit – e.g. Mbps, Gbps)

Specify existing account (if any)

Term of subscription period (Select only one)

- 1 year
  2 years
  3 years

Specify IPs

1. .... 3. ....  
 2. .... 4. ....

### C. Miscellaneous Request (Select as per your requirements)

- Upgrade (ONLY) of subscription period

Specify the following:

1. Existing Account: .....  
 2. Required new subscription period: .....

- Request for change of company profile/information:

- Move, Add, Change and Delete requests (MACD): .....

- Cancellation of DDoS Protection (Specify the following):

1. Existing DDoS Account(s)  
 a. Account 1 .....  
 b. Account 2 .....  
 c. Account 3 .....

- Modify IPs

- 1) From: ..... To: .....  
 2) From: ..... To: .....  
 3) From: ..... To: .....  
 4) From: ..... To: .....

Others (Please specify): .....

# Part IV - Managed Web Security Service

## A. Type of Request (Please select your requirement)

- New subscription
- Upgrade/downgrade of package
- Upgrade/downgrade of user slab
- Service cessation (Terms and conditions apply)

Note: Please ensure that Internet Connectivity is in place. If yes, please provide WAN topology. Conditions apply.

### Product type:

- Managed Web Security Service (New) Number of users: .....

### (New) Package type:

- Basic                       Standard                       Advanced                       Premium

Company domain name: ..... Authentication type (Hosted/Active Directory/SAML): .....

List of WAN IPs (if applicable): ..... Service start date: .....

## B. Bill Statement

- Language:             Arabic                                       English
- Format:              1. e-Bill                                       Detailed                                       Summary
2. Mail                                       Detailed                                       Summary

## C. Required Documents

1. Emirates ID
2. Power of Attorney of the signing person
3. Valid passport copy of the sponsor/partner
4. Trade license

## D. Your Authorisation

I/We clearly understand that by completing and signing this application form, I/we conform to Etisalat's Terms and Conditions of **Managed Internet Dedicated Access Plus**. The Terms and Conditions of this Service is an integral part of Etisalat's Terms and Conditions of the associated services.

Name of Applicant: .....

Position/Title in the Company: ..... Date of Application: .....

Signature of Applicant

Company Stamp

## For Official Use Only

Issuing Etisalat Representative: ..... Title: .....

Contact Details: .....

# Terms and Conditions

## Internet Dedicated Access plus

### Managed Internet Dedicated Access Plus

#### 1. Introduction

1.1. These terms and conditions ("Terms and Conditions") shall govern the supply of internet dedicated access service (the "Service" as defined hereunder) by and between Emirates Telecommunications Corporation ("Etisalat") and the Customer (as the term is defined hereunder). These Terms and Conditions constitute a part of the Contract of Service (as the term is defined hereunder). Upon entering into the Contract of Service, the Customer is deemed to have read, understood and accepted these Terms and Conditions.

#### 2. Definitions

In these Terms and Conditions:

- 2.1. Service: shall mean the internet dedicated access service being one of Etisalat's business internet access services that provides high-speed internet access to business Customers. It includes value added services: domain name and internet protocol (IP) address (es) and any other value added services that may be added thereto by Etisalat from time to time, subject to Customer consent, as and when required. The Service is categorized depending on bandwidth The Service is provided by Etisalat under the name of Etisalat.
- 2.2. Customer: Any natural or legal business person entering into the Contract of Service with Etisalat to use the Service.
- 2.3. Contract of Service: An Etisalat application form duly signed by the Customer or any authorized representative of the Customer together with these Terms and Conditions, the Fees for the Service and any other related rules, guidelines, and usage limitations / restrictions applicable to the Service as notified to the Customer from time to time.
- 2.4. Fees: Shall mean any fees, charges and/or rentals charged by Etisalat in relation to the provision of the Service.
- 2.5. Domain Name: The Customer's unique trade name that identifies him on the Internet.

#### 3. General terms

- 3.1. The Service offered is subject to the availability of deployment in the area of the Customer's premises.
- 3.2. Advance payment: Etisalat may collect an advance payment to cover the cost of the connection, router(s) and one (1) calendar month's advance payment of the fixed monthly charge before the Service is provided.
- 3.3. Internal/external shifting: the Customer may shift the Service from one point to another, internally and externally, upon giving Etisalat at least fourteen (14) calendar days' written notice. Standard internal/external shifting charges will apply. External shifting will take place subject to the availability of Service in the area requested by the Customer.

#### 4. Service Commencement

- 4.1. Commencement date. Once the Customer submits the first signed Customer Application Form, the Customer is legally bound by these Terms and the Agreement commences. Etisalat reserves the right to reject any submitted Customer Application Form for any reason, whether previously accepted by Etisalat or not, including but not limited to the inability or impracticality of providing a Service.
- 4.2. The initial service period of the Service shall commence on the Service Activation Date and shall expire at the end of the first Monthly Term or 1 Year Term, as applicable ("Minimum Term"). If the Customer orders Services on a Monthly Term, the Customer's Minimum Term shall be a minimum of thirty (30) days. If the Customer orders a Service on a 1 Year Term, the Customer's Minimum Term shall be a minimum of 1 Year.

#### 5. Period of Hire

##### 5.1. One-month package:

- a. Minimum period of subscription for the Service in the case of the 1-month package is one (1) calendar month.
- b. After the minimum period, the Contract of Service will be renewed automatically on a month-to-month basis unless it is terminated in accordance with clauses 9, 13, 14, 15 or 19.10 of these Terms and Conditions.
- c. During and after the minimum period, the monthly rental Fee of the 1-month package applies.

- d. Upgrading bandwidth during and after the minimum period is possible without additional installation Fees.
- e. Upgrading bandwidth doesn't restart the minimum period.
- f. Downgrading bandwidth doesn't restart the minimum period.
- g. The monthly rental Fee shall be billed in accordance with clause 19. The monthly rental Fee will be prorated from the date at which upgrading or downgrading, as applicable, is actually effected by Etisalat.

##### 5.2. One-year packages:

- a. Minimum period of subscription for the Service in the case of the 1-year package is one (1) calendar year.
- b. After the minimum period the Contract of Service will be automatically renewed on a yearly basis, unless it is terminated in accordance with clauses 9, 13, 14, 15 or 19.10 of these Terms and Conditions.
- c. During and after the minimum period, the monthly rental Fee for the 1-year package applies.
- d. Upgrading bandwidth during and after the minimum period is possible without additional installation Fees.
- e. Upgrading bandwidth doesn't restart the minimum period.
- f. In the case the Customer downgrades bandwidth during the Contract of Service period, the Customer shall pay for any benefits received during the Contract of Service period (such as but not limited to free installation, Domain name registration and any free rental period) if these benefits did not apply on the downgraded bandwidth at the time of subscription.
- g. Downgrading bandwidth doesn't restart the minimum period.
- h. The monthly rental Fee shall be billed in accordance with clause 19. The monthly rental Fee will be prorated from the date at which upgrading or downgrading, as applicable, is actually effected by Etisalat.

##### 5.3. Changing between 1-month and 1-year packages:

- a. When the Customer wants to move from a 1-month package to 1-year package, he shall sign the 1-year package Contract of Service, without needing to give prior notice and without incurring any installation Fees.
- b. When the Customer wants to move from a 1-year package to 1-month package, he shall sign the 1-month package Contract of Service, without needing to give prior notice and without incurring any installation Fees. He shall pay the exit Fees for the 1 year package as defined in clause 15.3
- c. The monthly rental Fee will be calculated on a pro rata basis from the date at which changing between 1-month and 1-year package is actually affected by Etisalat.

##### 5.4. Terms and Conditions for Automatic Renewal:

Where either a 1-month package or 1-year package is automatically renewed in accordance with clauses 5.1.1(b) or 5.2.1(b), the same Terms and Conditions will apply, including any amendments to these Terms and Conditions that have been issued in accordance with clauses 17.5 and/or 19.10 up to the date of renewal.

#### 6. Activation of the Service

The Service will be activated subject to satisfaction of the requirements set out in this clause 6 or other part of these Terms and Conditions.

- 6.1. To ensure that the Service is available and qualified, a feasibility study needs to be carried out by Etisalat prior to providing the Service.
- 6.2. An access line will be installed for the Customer by Etisalat.
- 6.3. The Customer must also have a router to be able to receive the Service. The Customer can purchase a router from Etisalat or use his own router. The Customer accepts that it is Customer's responsibility to protect the router.
- 6.4. Any Customer equipment that the Customer is to use/ install in relation to the Service must be:
  - a) technically compatible with the Service and not harm Etisalat's network or another network; and
  - b) connected and used in line with any relevant instructions, standards and laws.

#### 7. Internet Domain Name and internet protocol (IP) address(es)

- 7.1. Etisalat will apply to the relevant regulatory body for the

Domain Name and internet protocol (IP) address(es) on behalf of the Customer.

- 7.2. If the Customer ceases the Service or Domain Name for any reason, the Customer remains liable to pay the Fees relating to the Domain Name for the full period of its hire (the minimum period of hire for the Domain Name is 1 calendar year and Domain Name registration is being automatically renewed on a yearly basis).
- 7.3. As part of the Service the Customer may be able to set up its own web site(s). The Customer will be responsible for the material that it or anyone else puts on the Customer's web site(s). The Customer must include contact details (e.g. email address) clearly on its web site(s).

#### 8. Access to and Preparing the Premises

- 8.1. The Customer agrees to prepare the Customer premises and provide Etisalat with reasonable access to such premises.
- 8.2. The Customer shall, whenever required by Etisalat, ensure that Etisalat's authorized personnel are permitted to enter any premises occupied or controlled by Customer at such time as may be specified by Etisalat and to remain on such premises for such period as may be required to carry out any inspection, repair or testing purposes relevant to the provision of the Service.

#### 9. Misusing the Service

- 9.1. The Customer shall not use or utilize or allow the use or utilization of the Service for:
  - 9.1.1. sending messages causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person whatsoever.
  - 9.1.2. Transmitting or distributing spam or sending or providing unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
  - 9.1.3. Gaining or attempting to gain access to any computer systems connected to internet or to any private information or resources without the written approval of the owners or holders of the rights to such systems, information or resources.
  - 9.1.4. Infringing any copyright or other intellectual property rights to any information or resources or posting any copyright material to any newsgroup, forum or mailing list without the explicit permission of the copyright holder.
  - 9.1.5. Contravening Etisalat's acceptable use policy, available on [www.etisalat.ae](http://www.etisalat.ae).
  - 9.1.6. Any criminal or unlawful purpose, such as but not limited to: vice, gambling or obscenity or for carrying out any activity which is contrary to the social, cultural, political, economic or religious values of the UAE.
  - 9.1.7. Any purpose that is contrary to or conflicting with such regulatory rules or policies as may be issued by Etisalat or any other competent authority from time to time.
  - 9.1.8. Posting or transmitting any message that is libelous, defamatory or which discloses private or personal matters concerning any person. The Customer may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.
  - 9.1.9. Posting or transmitting any message that is harmful, threatening, abusive or hateful. Etisalat reserves right to take such action as it deems appropriate in cases where the Service is used to disseminate statements that are deeply and widely offensive and/or harmful.

The Customer agrees to take all reasonable measures and steps, and to make sure that this does not happen. Violation of the above shall trigger legal remedies as well as disconnection of the Service.

#### 10. Conditions of Use

- 10.1. The Customer should be responsible to ensure that access to the Service is limited to their employees and for permitted use at their premises only.
- 10.2. The Customer shall not be entitled to transfer the Service or assign or otherwise dispose of the Service without the prior written approval of Etisalat.
- 10.3. The Customer shall not use, through the Service, voice services over public internet or over internet protocol unless provided or approved by Etisalat. This prohibition includes but is not limited to the services or software or hardware that uses the public internet as means of communications.

10.4. Public Internet Access Providers: The Customer may provide public internet access (wireless or fixed) free of charge or for a fee only if such Customer is subscribed to the solution from Etisalat, deployed for the identification of end-users in accordance with regulatory requirements.

## 11. Network interruptions

11.1. The Customer acknowledges that Etisalat cannot guarantee a fault-free Service and that the quality of Service may be affected by factors outside of the control of Etisalat. Etisalat does not guarantee that the Service will be available in all areas of the UAE at all times or that there will be no interruptions to the Service.

11.2. The Customer acknowledges that from time-to-time Etisalat may carry out maintenance or testing to its network, or rectify network break-downs, or there may be unplanned outages for any reason which may cause interruption to the Service. Etisalat will use reasonable endeavours to promptly repair any faults within its network, and to minimize the period of any unplanned outage. The Customer acknowledges that Etisalat may change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service. Etisalat will endeavour to keep Service suspensions or disruptions to a minimum and shall give the Customer advance notice if reasonably practicable, as determined solely by Etisalat.

11.3. Unless provided otherwise, the Fees relating to the Service are payable notwithstanding any network interruptions or outages.

## 12. Customer Information and assistance

12.1. The Customer will provide all such information and assistance to Etisalat as Etisalat may require in order to perform its obligations under these Terms and Conditions.

## 13. Cancellation of Service by Etisalat

13.1. With reference to clause 19.9 below, Etisalat may discontinue the Service when there is an unpaid balance or dues from the Customer

13.2. The Customer shall be subject to discontinuance of the Service, without prior notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service, or by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Etisalat from furnishing the Service.

## 14. Cancellation of Application for the Service

14.1. When the Customer cancels an application for the Service prior to the start of installation, Etisalat may collect a certain Fee as deemed appropriate by Etisalat to cover preliminary costs already incurred but in no case shall such Fee exceed the applicable installation Fee.

14.2. When installation of the Service (e.g. line plant, switching programming, equipment configuration) has started prior to the cancellation, a Fee equal to the cost incurred by Etisalat may apply, but in no case shall such Fee exceed the applicable installation Fee. Installation is considered to have started when Etisalat incurs any expense in connection with the Customer's order that would not have otherwise been incurred.

## 15. Termination by the Customer

15.1. Customers on monthly contracts may terminate the Contract of Service upon giving at least seven (7) calendar days' prior written notice to Etisalat. The Customer shall be charged up to the end of the current monthly billing period.

15.2. Unless provided otherwise in these Terms and Conditions, a Customer on yearly contract for 1-year package may terminate the Contract of Service upon giving at least thirty (30) calendar days' prior written notice to Etisalat.

15.3. In case the subscription is terminated before the end of the 1 year contract period for the 1-year package, the Customer shall pay for any benefits received during the minimum commitment period that in comparison do not apply to the 1-month package (such as but not limited to free installation, domain name registration and any free rental period) and rental for the remaining months of the 1 year minimum commitment period.

## 16. Customer's Responsibilities

16.1. The Customer shall pay Etisalat the monthly service charges on a timely basis as specified in the monthly bills.

16.2. The Customer is liable for the nature of the internet access made from the premises. Unauthorized attachments to or interference with the telecommunications equipment provided or authorized by Etisalat is not permitted.

16.3. The Customer is liable for the loss or damage, with or without their knowledge or permission, to any equipment at their premises that is owned or provided/installed by Etisalat.

16.4. The Customer shall pay to Etisalat on demand, the amount of damage, beyond fair wear and tear, to the equipment. If any

equipment shall suffer any fault or damages as a result of any act or omission, the Customer shall pay to Etisalat double the cost of repairs of such equipment and shall undertake in writing not to mishandle or abuse the equipment any further.

16.5. The Customer shall agree to comply with all applicable laws, rules and regulations in connection with the Service.

16.6. The Customer agrees to notify Etisalat if he moves or otherwise changes his or her address information, contact details and/or numbers.

16.7. The Customer shall protect the secrecy of any password assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whatsoever. The Customer shall be fully responsible for and shall bear all charges, losses and/or damages arising from any use of his users' identification and/or password howsoever the same may arise.

16.8. The Customer shall at times use only his own ID and password for accessing the Service. The Customer should change his password from time to time to ensure security.

16.9. The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service.

## 17. Etisalat's Responsibilities

17.1. Etisalat will carry-out preliminary testing on the physical lines to ensure that the Service to be provided to the Customer premises is enabled.

17.2. Etisalat reserves the right to discontinue or limit the Service when necessitated by conditions beyond its control, or when the Service is used in violation of the provisions of these Terms and Conditions, Etisalat's policies and procedures or the law.

17.3. Etisalat reserves the right to discontinue or limit the Service, or to impose requirements as required to meet changing rules and standards, or when such rules and standards have an adverse effect on the interest of Etisalat, as determined by Etisalat in its reasonable judgment.

17.4. Etisalat reserves the right to change Service parameters as deemed required to meet improvements, enhancements or expansion of the technology.

17.5. Etisalat reserves the right to amend these Terms and Conditions as it deems appropriate. The Customer will be given reasonable notice of any changes to these Terms and Conditions. A copy of the updated Terms and Conditions will be made available on [www.etisalat.ae/IDA](http://www.etisalat.ae/IDA).

## 18. Limitation of Etisalat's Liabilities

18.1. Liability. The Service is provided as is. To the maximum extent permitted by the law, Etisalat shall not be liable to the Customer for any loss or damage whether direct, indirect or consequential, resulting from the provision of the Service.

18.2. Indemnity. The Customer shall indemnify and hold harmless Etisalat from and against any losses, liabilities, including, without limitation reasonable attorneys' fees and expenses resulting from any third party claim or action (including, without limitation, for bodily injury or death) caused by or arising from the negligence or willful misconduct and breach of the Customer, its staff, employees, partners and affiliates.

## 19. Billing

19.1. Etisalat shall render a monthly bill to the Customer, which may include other services the Customer is utilizing, together with past arrears and charges.

19.2. The monthly fee shall be billed monthly in advance.

19.3. The Customer agrees to pay all the charges for the Service within the due date specified on the bill issued by Etisalat using one of the payment methods specified in the bill.

19.4. Etisalat has the right to suspend or terminate any part or all of the Service in the event the Customer's payment is overdue, or if the Customer has exceeded their billed and/or unbilled credit limit. Any suspension shall not prejudice Etisalat's right to recover any amount which may be due at the time of suspension or which may accrue during the time of suspension. Failure by the Customer to receive bills does not constitute a valid reason for non-payment.

19.5. The monthly rental fees and other charges included will all be computed on a pro-rata basis from the date of subscription until the date of the first bill. Thereafter, starting from the next bill cycle the full monthly rental will apply and the Customer will be given all the included units in the package.

19.6. The Customer acknowledges their responsibility for all charges incurred in using the Service including those incurred without the knowledge or permission of the Customer.

19.7. Etisalat may collect a deposit or advance payment to cover the cost of the Service.

19.8. Etisalat may carry out credit reference checks on the Customer as deemed necessary.

19.9. Etisalat will endeavour to give the Customer warning prior to any disconnection of the Service for non-payment of its bills or for exceeding the applicable credit limit and an opportunity to rectify the outstanding amount before disconnection.

19.10. Where the Customer has been disconnected in accordance with clauses 19.4 and 19.8, reconnection will be possible after the relevant bill has been paid or account has a positive balance. Etisalat will make available details of reconnection fees, if applicable, on [www.etisalat.ae/IDA](http://www.etisalat.ae/IDA).

19.11. A request from the Customer to migrate a Service account or vary their subscription to the Service shall be deemed an authorization to Etisalat to transfer all its respective credits, dues and obligations in relation to the Service.

19.12. Etisalat reserves the right to revise the Fees and billing practices for the Service. Subject to the provisions of this clause, where the Fees for the Service are proposed to be increased, Etisalat will give a minimum of 28 calendar days' notice to the Customer and provide the Customer an opportunity to terminate the Contract of Service without penalty before the price increase takes effect. Where the Customer wishes to terminate the Contract of Service due to increased Fees/changed billing practices, the Customer must provide (a) 20 calendar days' notice during the first year of a 1-year package and (b) 7 calendar days' notice at all other times. If a discounted price or loyalty points / optional features have been supplied following the Customer subscribing for a 12 month period, the relevant exit fee for the device or loyalty points / optional features will remain payable.

## 20. Force Majeure

Etisalat shall not be liable in any way to the Customer whether in contract or otherwise for any loss, damage or liability incurred or sustained by the Customer caused by or as a result of any event or occurrence of which Etisalat is unable to control or avoid by the use of reasonable diligence, including, but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, fire, flood, drought or acts of any government or sovereign, change in any law, war or the defaults or omissions of suppliers and contractors, inclement or extreme weather conditions and acts of God.

## 21. Disclaimer

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to, warranties of title, non-infringement, implied warranties or fitness for a particular purpose or any warranties arising from any course of dealing or usage. No advice or information given by Etisalat, its affiliates, its licensees, its contractors or their respective employees shall create a warranty. Neither Etisalat nor its affiliates, its licensees, its contractors or their respective employees warrants that the Service will be error free or that any information, software or other material accessible on the Service is free of viruses, or other harmful components. Etisalat may decline applications for the service to or from a location where appropriate infrastructure deployment is not available. Alternatively, Etisalat may provide the Service through other methods of internet access.

## 22. Etisalat Customer Contact Centre

22.1. Customers may contact Etisalat's customer service center by using one of the contact methods referred to in the contact us section on [www.etisalat.ae](http://www.etisalat.ae).

## 23. Governing Law and Enforcement of the Law

23.1. When Etisalat becomes aware of an alleged violation of these Terms and Conditions, Etisalat, in its sole discretion, may initiate an investigation. During such investigation, Etisalat may restrict the Customer from accessing the Service or the use of customer's account in order to prevent further possible unauthorized activity or potential violations of these Terms and Conditions. Etisalat may, at its sole discretion, restrict, suspend, or terminate the Service and /or pursue any other available remedies. Etisalat reserves the right to report suspicious activities by the Customer to the concerned authority.

23.2. Etisalat has no obligation to monitor the Customer's use of the Service, but may do so at its discretion and release information regarding the use if it believes, in its sole discretion, that is reasonable to do so in order to comply with any law or regulation, or government or legal request, or to protect itself, its network and systems or other members or visitors.

23.3. These Terms and Conditions are governed by the laws of the UAE and Etisalat and the Customer submit exclusively to the courts of that jurisdiction.

## Managed WAN

These Terms and Conditions govern the provision of Managed Wide Area Network (WAN) service by Etisalat to the Customer.

### 1. SCOPE

#### 1.1 Definition

1.1.1 Etisalat: refers to Emirates Telecommunication Corporation and service provider of Managed WAN service

1.1.2 Service: refers to Managed WAN Service

1.1.3 WAN: Wide Area Network

- 1.1.4 Customer: local or internationally based business corporation or government entities subscribing to Managed WAN
- 1.1.5 CPE: Customer Premises Equipment
- 1.1.6 SLA (Service Level Agreement): service deliverable target committed to Customer
- 1.1.7 CNOC (Central Network Operation center): a control center located at Etisalat premises that is manned by qualified and professional IT engineers that implement the monitoring management of Customer's network
- 1.1.8 ISDN (Integrated Service Data Network) Line: a dial up line enforcing mandatory requirement from the Customer used in fault isolation of Managed WAN service
- 1.1.9 Application Form: a subscription form to be completed by Customer to subscribed to the Service
- 1.1.10 Service Order: a work order issued by Etisalat Sales Representative to process the service provisioning requirement of the Customer
- 1.1.11 Customer Site Preparation Requirement: list of guidelines required from the Customer for site readiness prior to the installation of the service
- 1.1.12 NBD: Next Business Day
- 1.1.13 End-of-Life Support: manufacturer no longer produce the CPE model and stops support
- 1.1.14 End-of-Sales: no longer in production but support is still available for certain period of time
- 1.1.15 Etisalat Equipment: refers to Etisalat owned equipment installed either at Customer or Etisalat premises

## 1.2 The Service

- 1.2.1 Managed WAN service consists of management of your end-to-end network. It consists of 1) Customer Premises Equipment (CPE) Router management and 2) Link monitoring of network Link access.
- 1.2.2 That you allow Etisalat the management of Etisalat-provided CPE router equipment and the link monitoring of your network connectivity.
- 1.2.3 The management of WAN service includes the facilities, hardware, software and services described in this document, but do not include any link transport services that will be used with the services described in clause 1.3.
- 1.2.4 The management will involve installation, configuration, support and maintenance and proactive monitoring of Etisalat's installed CPE router and the network access connectivity.
- 1.2.5 The CPE management will involve the supply, installation, configuration, support and maintenance and proactive monitoring.

## 1.3 Associated Services

- 1.3.1 Any services required to associate with subscription to Managed WAN service has to be applied for separately.
- 1.3.2 A separate application for a link connectivity requirement has to be applied for separately and the same will apply for a back up link connectivity requirement. For end-to-end solution management, the link connectivity has to be applied for Service Level Agreement (e.g. Silver or Gold).

## 1.4 Management Service

- 1.4.1 Etisalat will provide network monitoring and fault management services 24 hours per day, 365 days per year. These services include the detection, isolation, diagnosis, correction, and updates of network troubles resolutions to the Customer.
- 1.4.2 Etisalat will coordinate with Customer's technical staff to obtain all relevant information needed to properly configure Equipment. Customers are allowed to request minor configuration changes to a maximum of 3 times per CPE per year. Any additional configuration and network changes will be subject to additional charges.
- 1.4.3 Etisalat provides a single point of contact for troubles associated with the Services, 24 hours per day, 7 days per week ("24 x 7"). Managed WAN Service Customers will utilize a designated Web portal as the primary service contact and Etisalat's Central Network Operation Center, as a secondary service contact.
- 1.4.4 Etisalat's automated trouble ticketing system will be provided to the Customer representative that reports the trouble. For each trouble report, Etisalat will maintain information about the trouble and resolutions undertaken of which Customer can view through a secured Etisalat Web portal.
- 1.4.5 Etisalat will coordinate the services of any third party required to maintain portions of the Services, and Etisalat will dispatch third-party engineers to perform on-site service as necessary on behalf of the Customer.
- 1.4.6 Etisalat network management system will utilize the in-band portion of the Customer's WAN link for the monitoring and configuration of the CPE. Customer is obliged to provide a standard ISDN line for the dial-in network management access.

## 1.5 Service Provisioning

- 1.5.1 Customer completes a Customer Site Preparation Requirements – see Appendix A" to ensure readiness of installation.
- 1.5.2 Etisalat delivery dates are estimated and are based on current lead-times and will use commercially reasonable efforts to deliver the Managed WAN service as agreed to by the parties and specified in the Managed WAN Service Application Form.
- 1.5.3 Customer incurring delays in the provisioning of Managed Services Order. Etisalat will begin billing for all associated Etisalat link connectivity charges on the original delivery date.
- 1.5.4 If Customer delays delivery of the Service more than 30 calendar days from the agreed delivery date, Etisalat will cancel the Service Order and Customer shall be liable for early termination charges.
- 1.5.5 Customer's failure to be ready during the agreed installation date for Managed WAN service with Etisalat, will incur a failed visit charge. In this case, Etisalat will begin billing all associated link access charges on the date these link access were installed and confirmed by the Customer.
- 1.5.6 Etisalat in its commitment to provide a high level of support and maintenance to your networks, Etisalat in its own appropriate discretion will engage with highly reputed third party to handle the installation, maintenance and support to give you fully reliable and guaranteed performance of the Service.

## 1.6 CPE Provisioning & Support

- 1.6.1 Customer Premise Equipment (CPE): Equipment may be purchased at a one-time purchase price or leased against monthly rental charges over a selected contractual year leasing period from Etisalat as specified in the "Application Form". As technology evolves, Equipment and software may need to be upgraded, at Customer's expense, according to the manufacturer's support requirements
- 1.6.2 CPE leasing period starts on the date the service is activated and will associate the subscription date with the manage service package you have subscribed.
- 1.6.3 The CPE router is leased from Etisalat and at the end of your subscription, Etisalat owned-ISR (Integrated Service Router) routers will be recovered and returned to Etisalat.
- 1.6.4 Customer can request to upgrade the installed CPE to another model; however, early exit charges of the old CPE leasing will be applicable if such event of upgrade happens within the validity of contract period. Your subscription term to the managed service package will correspondingly associate with the contract term of the newly installed CPE model.
- 1.6.5 There will be 3 CPE remotely configuration changes allowed per CPE connection per year. Any additional CPE remote configuration requirements exceeding the allowed number of remote configuration will be charge a one time fee as per the applicable Service Tariff Charges.
- 1.6.6 Local CPE Onsite Support: The Onsite Support is best effort maintenance by Etisalat or authorized representative from authorized partner to be on site within the specified hour from the Onsite Support option the Customer had selected, at the time of application.

### Onsite Support Options:

- a. 8x5xNext Business Day (NBD) Response. The domestic standard period of maintenance is 9:00 a.m. - 5:00 p.m., local time, Sunday through Thursday, excluding public holidays. Etisalat will respond to Customer's affected site by the next-business day if that problem is verified by Etisalat before 3:00 p.m. local time. Next Business Day Response time is subject to geographic availability on a city-by-city basis.
- b. 8x5x4 Response. Etisalat will provide Same Day Response for Equipment during the principal period of maintenance ("PPM"). The Domestic PPM is 9:00 a.m. - 5:00 p.m., local time, Sunday through Thursday, excluding public holidays. Etisalat will respond to Customer's affected site by the next-business day if that problem is verified by Etisalat before 1:00 p.m. local time. This 4-hour response time is subject to geographic availability on a site-by-site basis.
- c. 24x7x4 Response. Etisalat will provide Same Day Response Maintenance Service for Equipment, 24 x 7, including public holidays. Etisalat will respond to Customer's affected site within 4 hours. This 4-hour response time is subject to geographic availability on a site-by-site basis.
- 1.6.7 Basic Technical Visit Support: A preliminary diagnostic on the reported non-hardware associated fault is attended by the field technician and incurs one time charge per visit to the Customer.
  - 1.6.7.1 Applicable Basic Technical Visit support charges for Customer having 8x5xNBD and 8x5x4 will apply.
  - 1.6.7.2 Applicable Basic Technical Visit support charges for Customer having 24x7x4 will apply.

- 1.6.7.3 Etisalat will inform Customer for any of End-of-Life Support or End-of-Sale of CPE as a results of manufacturer no longer produce and stops support on the CPE model. All affected CPE models on End of Sale will be supported per Customer agreements through the end of the contract. After this period, Etisalat will no longer provide maintenance support and any established service level agreements will not apply. Customers are notified of the event of End-of-Life support are asked to contact their account teams to plan and budget to move to the current CPE models. Migration cost to the new device enhancement will be the responsibility of the Customer.

- 1.6.8 Service Level Deliverables: Below are terms that pertain to the provisioning and support for CPE and, Etisalat may from time to time modify the deliverables including but not limited to its objectives, measurements and credits upon one-month prior notice to the Customer. Existing SLA for link connectivity will be applicable.

- 1.6.8.1 CPE Delivery: The time to deliver the CPE/Module for installation is 3 days for CPEs available in stock and, 6 weeks that are not available in stock.

- 1.6.8.2 Working Hours: Installation and External/Internal shifting works will only be carried out during Normal Business Hours defined as Sunday to Thursday: 8:00 AM – 2:00 PM / 3:00 PM – 6:00 PM. A working day consist of 8 working hours + maximum 0.75 hours travel time per way from office to Customer site location.

## 2 SERVICE CHARGES

- 2.1 Prevailing Service subscription and associated equipment rental charges will be available with Etisalat's Sales Representatives or Accounts Managers during the negotiation stage and will be applicable at the time the Customer submits the application.
- 2.2 Form time to time these charges are reviewed by Etisalat and will be available with Etisalat Enterprise Solutions Sales Representatives or Account Managers, upon request.
- 2.3 Other than the recurring subscription charges, the provisioning of the service or succeeding service request will incur a one time charges, which will be available with Etisalat Enterprise Solutions Sales Representatives or Account Managers, upon request.

## 3 PAYMENT

- 3.1 Subscription charges will be billed in advance and will be sent to the Customer's billing address on the month succeeding the month of installation of the service.
- 3.2 Customer has to settle the subscription charges regularly and failure to settle the bill on time given by Etisalat, including the grace period, will result in the disconnection of the service and Customer will have to be responsible to pay any unpaid subscription period based on the service contract subscribed by the Customer. Such charges will not be limited to the service package and equipment subscription.

## 4 TERM AND TERMINATION

- 4.1 The minimum Contract Term on any of the service packages of Managed WAN service is one (1) year which shall begin on the same day of the month the "Service Activation" is confirmed and will continue to be automatically renewed for successive one (1) year terms, until either party provides the other with 30 days written notice of its intent to terminate this agreement.
- 4.2 If Customer terminates subscription to any of the service packages before the end of the applicable Contract Term, the Customer shall pay an amount equal to 100% of the monthly recurring charges associated with the terminated service package for each month remaining in the Contract Term.
- 4.3 Any required CPE changes during a contract term will be subject to early termination charges and will result in modifying the start of the contract term.
- 4.4 If Etisalat receives Customer's written notice to cancel the Service Order, Customer shall be liable to early termination charges.
- 4.5 Etisalat has the right to cancel the managed service immediately without prior notice to the Customer if it deemed find the Customer breaching any terms and conditions on the use of the service.

## 5 LIABILITY

- 5.1 Customer will be liable to pay Etisalat applicable charges on the return of Equipment if: (a) the return is due to a Customer ordering error; (b) the product has been damaged while in Customer's possession.
- 5.2 Etisalat Equipment: Customer will be responsible to safeguard all Etisalat assets installed at Customer's premises.
- 5.3 Customer will be liable to provide the readiness of the site for new installation (such as sufficient power supply outlets,



air conditioning, proper rack cabinet) and will provide free access to Etisalat or deputed field engineer to conduct required work. Failure to do so will result to Customer be billed on applicable failed visit charges. As a result, Etisalat will not be liable for the complete installation or unresolved fault.

- 5.4 Customer will not remove any identification mark to deceit the ownership of the equipment provided by Etisalat nor relocate these equipment without the written consent of Etisalat.
- 5.5 Etisalat will not be liable for any delay in the coordination process as a result of non-availability of telephones facilities used for coordination purposes.
- 5.6 Customer must comply with all applicable laws and directions by Etisalat in accordance with its terms and conditions of its Services.
- 5.7 Customer will be liable for any action taken by Etisalat in the event Customer transfers or resells the Service to any third party without the prior approval of Etisalat.
- 5.8 Customer will be liable for any loss as a result to negligence on the part of the Customer.
- 5.9 Etisalat does not accept responsibility on the performance of the Service in case of – 1) degraded performance caused by technical faults on the parts of Customer's network which are not within the coverage of Etisalat's Managed Services, b) Any faults or defects caused by Customers changing the way they use the services or any part of it without Etisalat's authority or knowledge, c) Any planned or scheduled outages to carry out maintenance work, d) Any force majeure.
- 5.10 Etisalat is not responsible for rectifying any fault in the service where the fault is or is caused by a supplier to your local area network or equipment or facilities beyond the boundary of Etisalat Network and Services.
- 5.11 Etisalat may from time to time notify Customer for significant variation of use on the Service, if not corrected, affect Etisalat's ability to meet the Service Levels. Etisalat may then recommend appropriate proposal to maintain the integrity of the Service Levels and Customers must at their cost upgrade the Services in accordance with Etisalat's recommendation, to accommodate any such variation and continue to receive the benefit of the Service Levels.
- 5.12 Etisalat disclaims all liability whatsoever, for any loss of data howsoever caused including without limitation, non-delivery, misuse or misdelivery or for any interruption, suspension or termination of the Service or for the contents, accuracy or quality of information or resources made available or received or transmitted through the Service other than what is agreed as part of the SLA.
- 5.13 Any misuse or abuse of the Service and any breach or violation of these conditions shall be at the sole risk and cost of the Customer. The Customer shall indemnify and hold Etisalat harmless against any liability that it may suffer in this respect. However, nothing herein shall be taken or understood as prohibiting Etisalat or restricting its right to initiate such criminal or civil proceedings as it may deem appropriate against the Customer for enforcement of these Terms and Conditions. Etisalat shall also be entitled to disconnect the Service to the Customer with or without notice.
- 5.14 In case of Etisalat materially breaching this agreement, Customer may terminate this agreement at any time without any early termination liabilities.

## 6 FORCE MAJURE

- 6.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations under this Terms and Conditions hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## 7 WAIVER

- 7.1 The delay or failure of Etisalat to enforce any of the above shall not be deemed as a waiver of the same or affect the validity or the right of Etisalat thereafter to enforce all or any of these Terms and Conditions.

## 8 Amendments

- 8.1 These Terms and Conditions may be reproduced or amended by Etisalat from time to time with or without prior notice.

## 9 GOVERNING LAW

- 9.1 This Agreement shall be construed and enforced in accordance with, and validity and performance hereof shall be governed by, the laws of the United Arab of Emirates.

## 10 DISPUTE RESOLUTION

- 10.1 Any disputes arising out of or in connection with this Agreement shall be resolved by the Courts of the United Arab Emirates.

I/We hereby confirm that I/We have carefully read, understood and will abide by these Terms and Conditions.

## Managed DDoS

These Terms and Conditions govern the provisioning of Managed Distributed Denial of Services (DDoS) by Etisalat to the Customer.

### 1. SCOPE

#### 1.1 Definition

- 1.1.1 Etisalat: refers to Emirates Telecommunications Corporation and Service Provider of Managed Services
- 1.1.2 Service: refers to Managed Distributed Denial of Services (DDoS)
- 1.1.3 Customer: UAE based business corporation or government entities subscribing to the Service
- 1.1.4 CPE: Customer Premises Equipment commonly deployed at customer sites.
- 1.1.5 CNOC & SOC (Customer Network and Security Operation Centre): a control centre located at Etisalat premise which is manned by IT/Security professionals that implement the proactive monitoring and remote management of Customer's network/security infrastructure.
- 1.1.6 Application Form: a subscription form to be completed by Customer affirming to subscribe to the Service
- 1.1.7 Service Request: a work order issued by Etisalat Sales Representative to process the service provisioning requirement of the Customer
- 1.1.8 Etisalat Equipment: refers to Etisalat owned equipment installed either at Customer or Etisalat premises to deliver the service to Customer.

#### 1.2 The Service

- 1.2.1 The Service is a security solution offered by Etisalat to prevent Customer's hardware resources and applications from DDoS attacks, as a result of connection to the Internet, that may affect network traffic flow or destabilization of Customer services.
- 1.2.2 The Service is offered in two (2) options – Cloud base and Hybrid Solutions
  - 1.2.2.1 Cloud Base – detection and mitigation of DDoS attacks takes place within Etisalat IP backbone before the attacks reaches customer networks and applications.
  - 1.2.2.2 Hybrid Solution – the detection and mitigation takes place first in the Etisalat IP backbone and the Perimeter solution handles the detection of possible attacks on the application layer
- 1.2.3 The Service offers the proactive monitoring and remote management at the Etisalat CNOC & SOC ensuring high level of performance and prevents DDoS attacks.
- 1.2.4 The Service is offered on a standard monthly subscription over a selection period of 1, 2, or 3 years subscription term or On-Demand (Per Incident/Once-off) solution.

#### 1.3 Associated Service

- 1.3.1 The Service is offered to Customer's having Internet Dedicated Access Service or eHosting Services from Etisalat

#### 1.4 Management Service

- 1.4.1 The Service offers 24x7x365 proactive monitoring and remote management at Etisalat CNOC & SOC ensuring high level of performance and preventing the DDoS attacks on Customer's networks and applications.
- 1.4.2 Indications of alarms are provided with an attention to mitigate the attacks before it reaches Customer's resources and applications.

#### 1.5 Service Provisioning

- 1.5.1 Customer is required to duly complete the application form and submit along, the required documents mentioned in the application form in order to acquire the Service.
- 1.5.2 Customer applying for the On-Demand Emergency Service shall comply with the required pre-requisites for DDoS attacks qualification checking, prior to delivering the Service to the Customer.
- 1.5.3 For Hybrid Solution subscription, any delay in the site installation due to customer reasons exceeds 15 working days from the agreed installation date, Etisalat in its discretion may start charging the pre-requisite services.
- 1.5.4 In the event the subscription requires installation of hardware/software at Customer premise, Etisalat endeavours to extend its best effort to meet the installation date.
- 1.5.5 Service Level Deliverables
  - 1.5.5.1 Etisalat always endeavor to provide the best effort to commit to highest performance in terms of Service Provisioning and Delivery, Support and Maintenance ensuring that DDoS attacks are given the highest attention and resolution.
  - 1.5.5.2 In line with its commitment to provide a highest level of support and maintenance to our Customer's,

Etisalat in its own discretion may engage with highly reputed third party to handle the installation, maintenance and support services for efficient and faster responses

### 2. SERVICE CHARGES

- 2.1 Subscription charges are offered in the form of standard monthly subscription and a one-time setup fee or one time charge basis for Emergency On-Demand requirement
- 2.2 Charges for DDoS service on IDA access is based on the port bandwidth and correspondingly applied on per port basis on Hosted Data Center.
- 2.3 In the event the subscription requires installation of hardware, software and any associated licenses at Customer premise, charges will be billed accordingly.
- 2.4 Prevailing Service subscription charges will be available with Etisalat's Sales Representatives or Account Managers
- 2.5 All prices are subject to change and can be varied without notice and will be available with Etisalat Sales Representatives or Account Managers, upon request.

### 3. PAYMENT

- 3.1 Subscription charges will be billed in advance and will be sent to the Customer's billing address on the month succeeding the month of installation of the service.
- 3.2 Customer has to settle the subscription charges regularly and failure to settle the bill on time, before the expiry of the grace period, will possibly result in the disconnection of the service. In such case Customer will be responsible to pay any re-connection charges in addition to clearing any unpaid subscription period charges including early exit charges.

### 4. TERM AND TERMINATION

- 4.1 For Standard subscription to the Service, 1, 2 or 3 year contract is available for subscription. The same period of subscription will be extended at the renewal period until either party provides the other with 30 days written notice of its intent to terminate this agreement.
- 4.2 If Customer terminates subscription to any of the service packages before the end of the applicable Contract Term, the Customer shall pay an amount equal to 100% of the monthly recurring charges.
- 4.3 Any required CPE changes during a contract term will be subject to early termination charges and will result in modifying the start of the subscription term.
- 4.4 If Etisalat receives Customer's written notice to cancel the Service Order while Etisalat has already placed the order for the required Hardware, software and any associated licenses, Customer shall be liable to early exit termination charges.
- 4.5 Etisalat has the right to suspend or cancel the Service immediately without prior notice to the Customer if it finds the Customer breaching any terms and conditions on the use of the service.
- 4.6 CPE transfer of Ownership – In the cancellation of Hybrid Solution subscription, the CPE can be transferred to customer ownership.

### 5. LIABILITY

- 5.1 Customer will be liable to pay Etisalat applicable charges on the return of Equipment if: (a) the return is due to a Customer ordering error; (b) the product has been damaged while in Customer's possession.
- 5.2 Etisalat Equipment: Customer will be responsible to safeguard all Etisalat assets installed at Customer's premises.
- 5.3 Customer will be liable to provide the readiness of the site for new installation (such as UPS for service uptime and continued protection) supply outlets with proper electrical ratings, air conditioning, proper rack cabinet) and will provide free access to Etisalat or deputed field engineer to conduct required work. Failure to do so will result to Customer being billed on applicable failed visit charges. As a result, Etisalat will not be liable for the complete installation or unresolved fault, in the case for Hybrid Solution subscription.
- 5.4 Customer will not remove any identification mark to deceit the ownership of the equipment provided by Etisalat nor relocate them without the written consent of Etisalat.
- 5.5 Customer must comply with all applicable laws and directions by Etisalat in accordance with its terms and conditions of its Services.
- 5.6 Customer will be liable for any action taken by Etisalat in the event Customer transfers or resells the Service to any third party without the prior approval of Etisalat.
- 5.7 Customer will be liable for any loss as a result to negligence on the part of the Customer.
- 5.8 Etisalat does not accept responsibility on the performance of the Service in case of – 1) new occurrence of attacks patterns, 2) failure to provide detection and mitigation due attributed beyond control by the Service Provider, 3) degraded performance caused by technical faults or limitations within Customer's network and systems which are not within the coverage of Etisalat's Managed Services,

- 4) Any faults or defects caused by Customers changing the way they use the services or any part of it without Etisalat's authority or knowledge, 5) Any planned or scheduled outages to carry out maintenance work, 6) Any force majeure.
- 5.9 Etisalat is not responsible for rectifying any fault in the service where the fault is or is caused by a supplier to your local area network or equipment or facilities beyond the boundary of Etisalat Network and Services.
- 5.10 Etisalat may from time to time notify Customer regarding significant variation of use on the Service, if not corrected, can affect Etisalat's ability to meet the Service Levels. Etisalat may recommend appropriate proposal to maintain the integrity of the Service Levels and Customers must at their cost upgrade the Services in accordance with Etisalat's recommendation, to continue to receive the benefit of the Service Levels.
- 5.11 Etisalat disclaims all liability whatsoever, for any loss of data howsoever caused including without limitation, non-delivery, misuse or mis-delivery or for any interruption, suspension or termination of the Service or for the contents, accuracy or quality of information or resources made available or received or transmitted through the Service.
- 5.12 Any misuse or abuse of the Service and any breach or violation of these terms & conditions shall be at the sole risk and cost of the Customer. The Customer shall indemnify and hold Etisalat harmless against any liability that it may suffer in this respect. However, nothing herein shall be taken or understood as prohibiting Etisalat or restricting its right to initiate such criminal or civil proceedings as it may deem appropriate against the Customer for enforcement of these Terms and Conditions. Etisalat shall also be entitled to disconnect the Service to the Customer with or without notice.
- 5.13 In case of Etisalat breaching this agreement, Customer may terminate this agreement on 30 days written notice without any early termination liabilities.
- 5.14 Etisalat shall not be liable from any rebates/refund to the Customer on applicable charges if an attack beyond the Service Provider control happens to occur.

## 6. FORCE MAJURE

- 6.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing its obligations other than the obligations to pay under this Terms and Conditions hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## 7. WAIVER

- 7.1 The delay or failure of Etisalat to enforce any of the above shall not be deemed as a waiver of the same or affect the validity or the right of Etisalat thereafter to enforce all or any of these Terms and Conditions.

## 8. CONFIDENTIALITY AND PRIVACY

- 8.1 Both Parties shall protect the security and confidentiality of information unless disclosure pursuant to a requirement or request of a government agency, subpoena or other legal proceeding, or disclosure required by law.
- 8.2 Both Parties shall maintain confidentiality, security, accuracy and privacy of information used to provide telecommunications services. Disclosure of customer information may be disclosed only pursuant to clause 8.1.

## 9. AMENDMENTS

- 9.1 These Terms and Conditions may be reproduced or amended by Etisalat from time to time with or without prior notice.
- 9.2 Update of Terms and Conditions may be obtained from Customer's Sales Account Manager

## 10. GOVERNING LAW

- 10.1 This Agreement shall be construed and enforced in accordance with, and validity and performance hereof shall be governed by, the laws of the United Arab of Emirates.

## 11. DISPUTE RESOLUTION

Any disputes arising out of or in connection with this Agreement shall be resolved by the Courts of the United Arab Emirates.

## Web Security

Terms and Conditions Managed Web Security Service

IMPORTANT- READ CAREFULLY: CUSTOMER'S USE OF THIS SERVICE IS CONDITIONED UPON CUSTOMER'S COMPLIANCE AND ACCEPTANCE OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, CUSTOMER MUST NOT USE THE SERVICE. CUSTOMER IS ENCOURAGED TO KEEP A COPY

OF THESE TERMS AND CONDITIONS AND SAVE THEM FOR THEIR RECORDS.

## 1. Definition

- a) Application Form: a subscription form to be completed by Customer in order to subscribe to the Service.
- b) Customer: refers to the end user which could include UAE based businesses, or government / nongovernment entities subscribing to the Managed Web Security Service.
- c) Confidential Information: refers to the information described in Clause 18.
- d) ETISALAT: refers to Emirates Telecommunications Corporation, the service provider of the Managed Web Security Service.
- e) Service: refers to the Managed Web Security Service as further described in the 'Service Description' in Clause 4.
- f) SLA (Service Level Agreement): refers to the agreement whereby Service delivery targets are committed to Customer.
- g) Order Form: is a work / service order issued by an Etisalat sales representative to process the Service provisioning requirements of the Customer.
- h) Term: refers to the period of the Agreement as described in Clause 5.

## 2. Introduction

- a) This Agreement (the "Agreement") is between the Customer using, purchasing or opening an account for the Service and ETISALAT who will provide and invoice the Customer for the Service. Please read this Agreement carefully before installing, accessing, or otherwise using the Service.
- b) By installing, accessing, or otherwise using this Service, Customer agrees to be bound by this Agreement. Please maintain a copy for Customer's records. If Customer does not agree with the terms of this Agreement, Customer must not use the Service.

## 3. Associated Services

Any service required in association with subscription to the "Managed Web Security Service" has to be applied for separately.

## 4. Service Description

This Agreement governs the purchase and the use of Managed Web Security Service only. Any associated hardware and software is the responsibility of the Customer. This Service will work as a forward proxy and will monitor/ protect all outbound web traffic. ETISALAT may alter, expand, or reduce the features of the Service from time to time without notice to Customer. Customer agrees that ETISALAT's obligation to provide Services is conditioned upon Customer providing all information and assistance reasonably required for ETISALAT to perform the Service and Customer hereby agrees to timely provide all such information and assistance. Customer should have the support feature enabled within the Customer cloud user interface to enable a prompt support response, and enable ETISALAT to meet its support SLA obligations.

## 5. Term

- a) The minimum period for Managed Web Security Service subscription is 1 continuous year.
- b) After the minimum period of the Agreement, the Service will be automatically renewed for another 1 year period. If the Customer does not want to renew the Service, it must send a written notice 30 days in advance of the renewal date, to the address specified in the Agreement to terminate the Service.
- c) The term of this Agreement or any 'Order Form' shall remain in effect from the date of subscription, i.e. 'Activation date' until terminated in accordance with the provisions of this Agreement (the "Term").

## 6. Termination of the Agreement

Customers are required to give at least 30 days advance notice in writing for the termination of the Service; however under such circumstances there are no service or cash rebates / refunds given for any reason whatsoever. Etisalat may terminate this Agreement at any time at its discretion upon written notice to the other party.

## 7. Termination for Cause

This Agreement or any Order Form may be terminated by the non breaching party upon a material breach by the other party of a material provision of this Agreement or the relevant Order Form, if such breach is not cured within sixty (60) days after written notice or within ten (10) days after written notice if the breach is a payment breach.

## 8. Effect of Termination

The termination of any Order Form shall not affect the Term of this Agreement or any other Order Form. If Customer terminates the Agreement or any Order Form for cause in accordance with Clause 7:

- a) If termination is for an Order Form, then Customer will continue paying for all other Services rendered.
- b) Etisalat will not charge any fee to the Customer as early exit settlement charges.

- c) Customer shall be relieved of any future payments due, and shall only pay for Services rendered.

Otherwise, upon any termination of this Agreement or any Order Form, Customer shall pay for:

- d) All Services rendered up to the date of termination.
- e) If the Agreement is terminated during the minimum period of subscription, the Customer shall pay any shortfall or future amounts due in relation to the fee for the minimum period.
- f) All use of Services after termination shall be billed at standard rates.
- g) No refund will be provided to the Customer in the case of early exit settlement.
- h) If the Customer has failed to provide a written termination notice 30 days in advance of the Agreement renewal date, and thereby the Agreement has automatically renewed for a further one year, such charge is at the cost of the Customer and must be settled upon termination.

## 9. Payments and Charges

- a) Annual service charges will be billed in advance and will be sent to the Customer's billing address upon providing the Customer with a username and password to activate the Service. It is Customer(s) responsibility to update the billing address.
- b) Customer has to settle the annual service charges within 45 days starting from the billed date and failure to settle the bill on time will result in the disconnection of the Service and the Customer will be responsible to pay any unpaid subscription period from the date of subscription by the Customer.

## 10. Price Changes

Customer acknowledges and agrees that ETISALAT'S standard rates are subject to change at any time without ETISALAT providing specific notice to Customer. Customer therefore agrees to check ETISALAT'S standard rates from time to time and in each case prior to using any Services subject to standard rates. Negotiated rates are subject to change at any time on thirty (30) days prior written notice to Customer. In light of the price changing policies herein, Customer agrees to carefully review each invoice prior to making payment and to notify ETISALAT of any rate disputes within thirty (30) days from the date of the invoice, otherwise Customer will be deemed to agree to such rates and to have waived any rights to dispute them if not raised within thirty (30) days from the date of the invoice.

## 11. Unpaid Charges

In the event any charge due is not timely paid in full for any reason, ETISALAT shall have the right to immediately suspend all or any portion of the Services until such time as all charges have been paid. Following such payment, ETISALAT may reinstate Services only upon satisfactory assurance of Customer's ability to pay for Services. Such suspension shall not relieve Customer of any payment liability. Customer agrees to reimburse ETISALAT for any costs, expenses, or fees expended by ETISALAT in connection with any collection efforts against Customer, including reasonable internal and outside attorneys' fees.

## 12. License

Subject to Customer's compliance with the terms and conditions of this Agreement, ETISALAT hereby grants Customer a non-exclusive, non-transferable license during the applicable Term to use the Services. Except as specifically set forth herein, ETISALAT retains all right, title, and interest, including all intellectual property rights, relating to or embodied in the Service, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Customer agrees that use of third party services such as 'Zservices' is subject to the license agreement (Annexure-1) to such provider. Other than using the Services for internal consumption in which Customer is an active participant, Customer may not resell the Services or otherwise generate income from the Services.

## 13. Package / User change

Customer can request ETISALAT to change the package or the number of users by sending a request 30 days in advance to the Key Account Manager and the same will be applicable only upon clearing off the previous dues. The existing period of subscription will remain unchanged. There will be no refund given to the Customer in the case of downgrade of a package/ reducing number of users. In the case of upgrade of a package / increasing the number of users, a new invoice will be sent to the Customer. Customer is responsible for ordering the appropriate number of user licenses. Users licenses cannot be shared or used by more than one individual.

## 14. Responsibility for Customer's Accounts

Customer is responsible for maintaining the confidentiality of Customer's accounts, passwords and personal identification numbers used in conjunction with the Services and for all usage of the Services in association with Customer's accounts whether or not authorized by Customer. Customer will not allow children under 18 to use the Services without the involvement of a parent or guardian. Customer agrees to immediately notify ETISALAT of

any unauthorized use of Customer's account of which Customer becomes aware.

## 15. Responsibility for Communications

Customer is the sole owner of content and solely responsible for the content of all communications (visual, written or audible) using Customer's accounts. Customer shall comply with all applicable laws and regulations while using the Services; shall not transmit any communication that violates any law, court order, or regulation; shall not violate any third party rights in using the Services; and shall not use the Services in any way that damages ETISALAT'S property or interferes with or disrupts ETISALAT'S system or other users. Although ETISALAT is not responsible for any such communications, ETISALAT may suspend any such communications of which ETISALAT is made aware. Customer acknowledges and agrees that ETISALAT has not and is not expected to provide Customer with any analysis, interpretation or advice regarding Customer's compliance with the above and does not control Customer's content nor guarantee the accuracy, integrity, security or quality of Customer's content.

## 16. Privacy and Data Use

The information ETISALAT holds about Customer will be used to provide the Services and for identification, account administration, analysis and fraud/loss prevention purposes. The parties acknowledge and agree that:

- a) ETISALAT may have access to Customer's personal data and will :
  - 1) Use it solely for the purpose of providing the Services.
  - 2) Process it only in accordance with Customer's instructions.
  - 3) Take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it.
- b) Customer's personal data may be processed by ETISALAT and its affiliates throughout the world.
- c) Customer is the data controller and retains full responsibility for the data processed on its behalf by ETISALAT acting only as the data processor.

## 17. Liabilities

- a) Any misuse or abuse of the Service and any breach or violation of these conditions shall be at the sole risk and cost of the Customer. The Customer shall indemnify and hold ETISALAT harmless against any liability that it may suffer in this respect. However, nothing herein shall be taken or understood as prohibiting ETISALAT or restricting its right to initiate such criminal or civil proceedings as it may deem appropriate against the Customer for enforcement of this Agreement. ETISALAT shall also be entitled to disconnect the Service to the Customer with or without notice.
- b) ETISALAT shall not, under any circumstances, be liable for any consequential, indirect, punitive, exemplary or special damages of any nature, or for any loss of data (howsoever caused including without limitation, non-delivery, misuse or wrong delivery, lost revenues, lost profits, loss of business, loss of goodwill or anticipatory profits, regardless of the form of action, whether in contract, tort (including, without limitation, negligence), strict liability or otherwise, even if ETISALAT has been advised of the possibility of such damages.
- c) ETISALAT disclaims liability for any interruption, suspension or termination of the Service or for the content, accuracy or quality of information or resources made available or received or transmitted through the Service other than what is agreed as part of the SLA.
- d) ETISALAT is not responsible for rectifying any fault in the Service where the fault is caused by a supplier to the Customer's local area network or equipment or facilities beyond the boundary of ETISALAT'S network and services.
- e) ETISALAT does not accept responsibility on the performance of the Service in case of – a) degraded performance caused by technical faults on the parts of the Customer's network which are not within the coverage of ETISALAT'S services, b) any faults or defects caused by Customers changing the way they use the Service or any part of it without ETISALAT'S authority or knowledge, c) any planned or scheduled outages to carry out maintenance work.
- f) The Customer understands and accepts that in line with the governing law of UAE, Government/State and State authorized bodies may from time to time monitor the Service components for safety and security reasons.
- g) The Customer will be liable for any loss as a result of negligence on the part of the Customer.
- h) The Customer will be liable for any action taken by ETISALAT in the event the Customer transfers or resells the Service to any third party without the prior approval of ETISALAT.
- i) The Customer must comply with all applicable laws and directions by ETISALAT in accordance with this Agreement, and the terms and conditions of its other services.
- j) The Customer will be liable to provide the readiness of the site for new installation (such as Customer's network IP's and access to Customers' existing networking equipment) and will provide free

access to ETISALAT or deputed field engineer to conduct required work. Failure to do so will result in the Customer being billed on applicable failed visit charges. As a result, ETISALAT will not be liable for the Customer being billed.

## 18. Confidentiality

ETISALAT and Customer agree to use commercially reasonable efforts to protect from unauthorized disclosure of Confidential Information of Etisalat. Confidential Information shall mean information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and marked as Confidential ("Confidential Information"). The parties agree that Confidential Information may be disclosed to employees, affiliates, suppliers or advisors on a need-to-know basis and who agree to be bound by confidentiality terms and conditions at least as stringent as those herein. This confidentiality obligation shall not apply to any information, such as;

- a) Independently developed by a party,
- b) Generally available to the public other than by a party's breach of this Agreement.
- c) Already known by a party at time of disclosure to that party.
- d) Rightfully received from a third party without restriction on disclosure or an obligation of confidentiality running directly or indirectly to the other party.

Nothing shall prevent or prohibit the receiving party from providing access to Confidential Information as may be required by law, rule or regulation provided that the receiving party gives as much notice as is reasonably practical and provides reasonable assistance to the disclosing party in challenging the disclosure so required by law, rule or regulation. Notwithstanding the foregoing, the parties acknowledge that recipient shall not be required to return to discloser or destroy those copies of Confidential Information residing on recipient's backup; disaster recovery or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

## 19. Miscellaneous

Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. Customer acknowledges that ETISALAT is an independent organization, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. This Agreement is for the sole benefit of Etisalat and its affiliates and Customer and is not intended to, nor shall it be construed to, create any right or confer any benefit on any other party.

## 20. Force Majeure

ETISALAT will not be responsible for any failure to perform its performance due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing; acts of terrorism, wars, hostilities, revolutions, riots, civil commotion, national emergency, fire or explosion, flood, force of nature, embargoes, accidents, acts of God, or stability or availability of the Internet, the elements; telecommunication system failure; technology attacks, epidemic; quarantine; viruses; strike; lockouts; disputes with workmen or their labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or request of any governmental or regulatory authority; or any other cause beyond ETISALAT'S control, whether or not similar to the foregoing.

## 21) Entire Agreement

This Agreement in addition to Order Forms, if any, executed by the parties constitute the entire agreement between Etisalat and Customer with respect to the Services and supersedes all prior or contemporaneous communications and proposals, representations, promises, or agreements, whether electronic, oral, or non-electronic, between Etisalat and Customer regarding them. Customer agrees that any terms or conditions contained in any document, including but not limited to a purchase order, acknowledgement, email, or other document that Customer may now or later provide to ETISALAT, will have no effect and that this Agreement is the only contract between ETISALAT and Customer regarding the Services and may only be amended as set forth herein.

## 22. Notices

Notices from Etisalat to Customer under this Agreement may be sent by mail, email, fax or other electronic media and will be considered given upon delivery to the physical address, fax number, email address or other contact information provided by Customer for billing or account management purposes. Notices to Etisalat must be sent to the address mentioned in ETISALAT'S invoice to Customer. All notices shall be in Arabic or in English.

## 23. Amendments

ETISALAT may, at any time, amend the provisions of this Agreement. Any amendment proposed by Customer may only be accepted by ETISALAT in a non-electronic writing manually signed by authorized representatives of the parties. Notwithstanding anything in this

Clause to the contrary, if ETISALAT posts amended terms on its Website, such terms will automatically become effective ten (10) days after they are posted on the Website or such other date as specified in the amended terms. By using the Service after such revised terms are posted, Customer agrees to be bound by any such amended provisions. Therefore, Customer agrees to periodically visit the Website to examine the then-current Agreement.

## 24. Governing Law

This Agreement shall be construed and enforced in accordance with, and validity and performance hereof shall be governed by, the laws of the United Arab Emirates.

## 25. Dispute Resolution

Any disputes arising out of or in connection with this Agreement shall be resolved by the courts of the United Arab Emirates.

I/We hereby confirm that I/We have carefully read, understood and will abide by these terms and conditions.

## 26. Waiver

The delay or failure of ETISALAT to enforce any of the above shall not be deemed as a waiver of the same or affect the validity or the right of ETISALAT thereafter to enforce all or any of the terms of this Agreement.

## 27. Change of Customer's Particulars

Customer should inform Etisalat immediately on change in their particulars.

# Terms and Conditions

## Managed Internet Dedicated Access

### 1. Introduction

1.1. These terms and conditions ("Terms and Conditions") shall govern the supply of internet dedicated access service (the "Service" as defined hereunder) by and between Emirates Telecommunications Corporation ("Etisalat") and the Customer (as the term is defined hereunder). These Terms and Conditions constitute a part of the Contract of Service (as the term is defined hereunder). Upon entering into the Contract of Service, the Customer is deemed to have read, understood and accepted these Terms and Conditions.

### 2. Definitions

In these Terms and Conditions:

- 2.1. Service: shall mean the internet dedicated access service being one of Etisalat's business internet access services that provides high-speed internet access to business Customers. It includes value added services: domain name and internet protocol (IP) address(es) and any other value added services that may be added thereto by Etisalat from time to time, subject to Customer consent, as and when required. The Service is categorized depending on bandwidth. The Service is provided by Etisalat under the name of Etisalat.
- 2.2. Customer: Any natural or legal business person entering into the Contract of Service with Etisalat to use the Service.
- 2.3. Contract of Service: An Etisalat application form duly signed by the Customer or any authorized representative of the Customer together with these Terms and Conditions, the Fees for the Service and any other related rules, guidelines, and usage limitations / restrictions applicable to the Service as notified to the Customer from time to time.
- 2.4. Fees: Shall mean any fees, charges and/or rentals charged by Etisalat in relation to the provision of the Service.
- 2.5. Domain Name: The Customer's unique trade name that identifies him on the Internet.

### 3. General terms

- 3.1. The Service offered is subject to the availability of deployment in the area of the Customer's premises.
- 3.2. Advance payment: Etisalat may collect an advance payment to cover the cost of the connection, router(s) and one (1) calendar month's advance payment of the fixed monthly charge before the Service is provided.
- 3.3. Internal/external shifting: the Customer may shift the Service from one point to another, internally and externally, upon giving Etisalat at least fourteen (14) calendar days' written notice. Standard internal/external shifting charges will apply. External shifting will take place subject to the availability of Service in the area requested by the Customer.

### 4. Service Commencement

- 4.1. Commencement date. Once the Customer submits the first signed Customer Application Form, the Customer is legally bound by these Terms and the Agreement commences. Etisalat reserves the right to reject any submitted Customer Application Form for any reason, whether previously accepted by Etisalat or not, including but not limited to the inability or impracticality of providing a Service.
- 4.2. The initial service period of the Service shall commence on the Service Activation Date and shall expire at the end of the first Monthly Term or 1 Year Term, as applicable ("Minimum Term"). If the Customer orders Services on a Monthly Term, the Customer's Minimum Term shall be a minimum of thirty (30) days. If the Customer orders a Service on a 1 Year Term, the Customer's Minimum Term shall be a minimum of 1 Year.

### 5. Period of Hire

- 5.1. One-month package:
  - a. Minimum period of subscription for the Service in the case of the 1-month package is one (1) calendar month.
  - b. After the minimum period, the Contract of Service will be renewed automatically on a month-to-month basis unless it is terminated in accordance with clauses 9, 13, 14, 15 or 19.10 of these Terms and Conditions.
  - c. During and after the minimum period, the monthly rental Fee of the 1-month package applies.
  - d. Upgrading bandwidth during and after the minimum period is possible without additional installation Fees.

- e. Upgrading bandwidth doesn't restart the minimum period.
- f. Downgrading bandwidth doesn't restart the minimum period.
- g. The monthly rental Fee shall be billed in accordance with clause 19. The monthly rental Fee will be prorated from the date at which upgrading or downgrading, as applicable, is actually effected by Etisalat.
- 5.2. One-year packages:
  - a. Minimum period of subscription for the Service in the case of the 1-year package is one (1) calendar year.
  - b. After the minimum period the Contract of Service will be automatically renewed on a yearly basis, unless it is terminated in accordance with clauses 9, 13, 14, 15 or 19.10 of these Terms and Conditions.
  - c. During and after the minimum period, the monthly rental Fee for the 1-year package applies.
  - d. Upgrading bandwidth during and after the minimum period is possible without additional installation Fees.
  - e. Upgrading bandwidth doesn't restart the minimum period.
  - f. In the case the Customer downgrades bandwidth during the Contract of Service period, the Customer shall pay for any benefits received during the Contract of Service period (such as but not limited to free installation, Domain name registration and any free rental period) if these benefits did not apply on the downgraded bandwidth at the time of subscription.
  - g. Downgrading bandwidth doesn't restart the minimum period.
  - h. The monthly rental Fee shall be billed in accordance with clause 19. The monthly rental Fee will be prorated from the date at which upgrading or downgrading, as applicable, is actually effected by Etisalat.
- 5.3. Changing between 1-month and 1-year packages:
  - a. When the Customer wants to move from a 1-month package to 1-year package, he shall sign the 1-year package Contract of Service, without needing to give prior notice and without incurring any installation Fees.
  - b. When the Customer wants to move from a 1-year package to 1-month package, he shall sign the 1-month package Contract of Service, without needing to give prior notice and without incurring any installation Fees. He shall pay the exit Fees for the 1 year package as defined in clause 15.3
  - c. The monthly rental Fee will be calculated on a pro rata basis from the date at which changing between 1-month and 1-year package is actually affected by Etisalat.
- 5.4. Terms and Conditions for Automatic Renewal:

Where either a 1-month package or 1-year package is automatically renewed in accordance with clauses 5.1.1(b) or 5.2.1(b), the same Terms and Conditions will apply, including any amendments to these Terms and Conditions that have been issued in accordance with clauses 17.5 and/or 19.10 up to the date of renewal.

### 6. Activation of the Service

The Service will be activated subject to satisfaction of the requirements set out in this clause 6 or other part of these Terms and Conditions.

- 6.1. To ensure that the Service is available and qualified, a feasibility study needs to be carried out by Etisalat prior to providing the Service.
  - 6.2. An access line will be installed for the Customer by Etisalat.
  - 6.3. The Customer must also have a router to be able to receive the Service. The Customer can purchase a router from Etisalat or use his own router. The Customer accepts that it is Customer's responsibility to protect the router.
  - 6.4. Any Customer equipment that the Customer is to use/ install in relation to the Service must be:
    - a) technically compatible with the Service and not harm Etisalat's network or another network; and
    - b) connected and used in line with any relevant instructions, standards and laws.
- ### 7. Internet Domain Name and internet protocol (IP) address(es)
- 7.1. Etisalat will apply to the relevant regulatory body for the Domain Name and internet protocol (IP) address(es) on behalf of the Customer.

- 7.2. If the Customer ceases the Service or Domain Name for any reason, the Customer remains liable to pay the Fees relating to the Domain Name for the full period of its hire (the minimum period of hire for the Domain Name is 1 calendar year and Domain Name registration is being automatically renewed on a yearly basis).
- 7.3. As part of the Service the Customer may be able to set up its own web site(s). The Customer will be responsible for the material that it or anyone else puts on the Customer's web site(s). The Customer must include contact details (e.g. email address) clearly on its web site(s).

### 8. Access to and Preparing the Premises

- 8.1. The Customer agrees to prepare the Customer premises and provide Etisalat with reasonable access to such premises.
- 8.2. The Customer shall, whenever required by Etisalat, ensure that Etisalat's authorized personnel are permitted to enter any premises occupied or controlled by Customer at such time as may be specified by Etisalat and to remain on such premises for such period as may be required to carry out any inspection, repair or testing purposes relevant to the provision of the Service.

### 9. Misusing the Service

- 9.1. The Customer shall not use or utilize or allow the use or utilization of the Service for:
    - 9.1.1. sending messages causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person whatsoever.
    - 9.1.2. Transmitting or distributing spam or sending or providing unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
    - 9.1.3. Gaining or attempting to gain access to any computer systems connected to internet or to any private information or resources without the written approval of the owners or holders of the rights to such systems, information or resources.
    - 9.1.4. Infringing any copyright or other intellectual property rights to any information or resources or posting any copyright material to any newsgroup, forum or mailing list without the explicit permission of the copyright holder.
    - 9.1.5. Contravening Etisalat's acceptable use policy, available on [www.etisalat.ae](http://www.etisalat.ae).
    - 9.1.6. Any criminal or unlawful purpose, such as but not limited to: vice, gambling or obscenity or for carrying out any activity which is contrary to the social, cultural, political, economic or religious values of the UAE.
    - 9.1.7. Any purpose that is contrary to or conflicting with such regulatory rules or policies as may be issued by Etisalat or any other competent authority from time to time.
    - 9.1.8. Posting or transmitting any message that is libelous, defamatory or which discloses private or personal matters concerning any person. The Customer may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.
    - 9.1.9. Posting or transmitting any message that is harmful, threatening, abusive or hateful. Etisalat reserves right to take such action as it deems appropriate in cases where the Service is used to disseminate statements that are deeply and widely offensive and/or harmful.
- The Customer agrees to take all reasonable measures and steps, and to make sure that this does not happen. Violation to the above shall trigger legal remedies as well as disconnection of the Service.

### 10. Conditions of Use

- 10.1. The Customer should be responsible to ensure that access to the Service is limited to their employees and for permitted use at their premises only.
- 10.2. The Customer shall not be entitled to transfer the Service or assign or otherwise dispose of the Service without the prior written approval of Etisalat.
- 10.3. The Customer shall not use, through the Service, voice services over public internet or over internet protocol unless provided or approved by Etisalat. This prohibition includes but is not limited to the services or software or hardware that uses the public internet as means of communications.
- 10.4. Public Internet Access Providers: The Customer may provide public internet access (wireless or fixed) free of charge or for a fee only if such Customer is subscribed to

the solution from Etisalat, deployed for the identification of end-users in accordance with regulatory requirements.

## 11. Network interruptions

- 11.1. The Customer acknowledges that Etisalat cannot guarantee a fault-free Service and that the quality of Service may be affected by factors outside of the control of Etisalat. Etisalat does not guarantee that the Service will be available in all areas of the UAE at all times or that there will be no interruptions to the Service.
- 11.2. The Customer acknowledges that from time-to-time Etisalat may carry out maintenance or testing to its network, or rectify network break-downs, or there may be unplanned outages for any reason which may cause interruption to the Service. Etisalat will use reasonable endeavours to promptly repair any faults within its network, and to minimize the period of any unplanned outage. The Customer acknowledges that Etisalat may change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service. Etisalat will endeavour to keep Service suspensions or disruptions to a minimum and shall give the Customer advance notice if reasonably practicable, as determined solely by Etisalat.
- 11.3. Unless provided otherwise, the Fees relating to the Service are payable notwithstanding any network interruptions or outages.

## 12. Customer Information and assistance

- 12.1. The Customer will provide all such information and assistance to Etisalat as Etisalat may require in order to perform its obligations under these Terms and Conditions.

## 13. Cancellation of Service by Etisalat

- 13.1. With reference to clause 19.9 below, Etisalat may discontinue the Service when there is an unpaid balance or dues from the Customer
- 13.2. The Customer shall be subject to discontinuance of the Service, without prior notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service, or by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Etisalat from furnishing the Service.

## 14. Cancellation of Application for the Service

- 14.1. When the Customer cancels an application for the Service prior to the start of installation, Etisalat may collect a certain Fee as deemed appropriate by Etisalat to cover preliminary costs already incurred but in no case shall such Fee exceed the applicable installation Fee.
- 14.2. When installation of the Service (e.g. line plant, switching programming, equipment configuration) has started prior to the cancellation, a Fee equal to the cost incurred by Etisalat may apply, but in no case shall such Fee exceed the applicable installation Fee. Installation is considered to have started when Etisalat incurs any expense in connection with the Customer's order that would not have otherwise been incurred.

## 15. Termination by the Customer

- 15.1. Customers on monthly contracts may terminate the Contract of Service upon giving at least seven (7) calendar days' prior written notice to Etisalat. The Customer shall be charged up to the end of the current monthly billing period.
- 15.2. Unless provided otherwise in these Terms and Conditions, a Customer on a yearly contract for 1-year package may terminate the Contract of Service upon giving at least thirty (30) calendar days' prior written notice to Etisalat.
- 15.3. In case the subscription is terminated before the end of the 1-year contract period for the 1-year package, the Customer shall pay for any benefits received during the minimum commitment period that in comparison do not apply to the 1-month package (such as but not limited to free installation, domain name registration and any free rental period) and rental for the remaining months of the 1 year minimum commitment period.

## 16. Customer's Responsibilities

- 16.1. The Customer shall pay Etisalat the monthly service charges on a timely basis as specified in the monthly bills.
- 16.2. The Customer is liable for the nature of the internet access made from the premises. Unauthorized attachments to or interference with the telecommunications equipment provided or authorized by Etisalat is not permitted.
- 16.3. The Customer is liable for the loss or damage, with or without their knowledge or permission, to any equipment at their premises that is owned or provided/installed by Etisalat.
- 16.4. The Customer shall pay to Etisalat on demand, the amount of damage, beyond fair wear and tear, to the equipment. If any equipment shall suffer any fault or damages as a result of any act or omission, the Customer shall pay to Etisalat double the cost of repairs of such equipment and shall undertake in

writing not to mishandle or abuse the equipment any further.

- 16.5. The Customer shall agree to comply with all applicable laws, rules and regulations in connection with the Service.
- 16.6. The Customer agrees to notify Etisalat if he moves or otherwise changes his or her address information, contact details and/or numbers.
- 16.7. The Customer shall protect the secrecy of any password assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. The Customer shall be fully responsible for and shall bear all charges, losses and/or damages arising from any use of his users' identification and/or password howsoever the same may arise.
- 16.8. The Customer shall at times use only his own ID and password for accessing the Service. The Customer should change his password from time to time to ensure security.
- 16.9. The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service.

## 17. Etisalat's Responsibilities

- 17.1. Etisalat will carry-out preliminary testing on the physical lines to ensure that the Service to be provided to the Customer premises is enabled.
- 17.2. Etisalat reserves the right to discontinue or limit the Service when necessitated by conditions beyond its control, or when the Service is used in violation of the provisions of these Terms and Conditions, Etisalat's policies and procedures or the law.
- 17.3. Etisalat reserves the right to discontinue or limit the Service, or to impose requirements as required to meet changing rules and standards, or when such rules and standards have an adverse effect on the interest of Etisalat, as determined by Etisalat in its reasonable judgment.
- 17.4. Etisalat reserves the right to change Service parameters as deemed required to meet improvements, enhancements or expansion of the technology.
- 17.5. Etisalat reserves the right to amend these Terms and Conditions as it deems appropriate. The Customer will be given reasonable notice of any changes to these Terms and Conditions. A copy of the updated Terms and Conditions will be made available on [www.etisalat.ae/IDA](http://www.etisalat.ae/IDA).

## 18. Limitation of Etisalat's Liabilities

- 18.1. Liability. The Service is provided as is. To the maximum extent permitted by the law, Etisalat shall not be liable to the Customer for any loss or damage whether direct, indirect or consequential, resulting from the provision of the Service.
- 18.2. Indemnity. The Customer shall indemnify and hold harmless Etisalat from and against any losses, liabilities, including, without limitation reasonable attorneys' fees and expenses resulting from any third party claim or action (including, without limitation, for bodily injury or death) caused by or arising from the negligence or willful misconduct and breach of the Customer, its staff, employees, partners and affiliates.

## 19. Billing

- 19.1. Etisalat shall render a monthly bill to the Customer, which may include other services the Customer is utilizing, together with past arrears and charges.
- 19.2. The monthly fee shall be billed monthly in advance.
- 19.3. The Customer agrees to pay all the charges for the Service within the due date specified on the bill issued by Etisalat using one of the payment methods specified in the bill.
- 19.4. Etisalat has the right to suspend or terminate any part or all of the Service in the event the Customer's payment is overdue, or if the Customer has exceeded their billed and/or unbilled credit limit. Any suspension shall not prejudice Etisalat's right to recover any amount which may be due at the time of suspension or which may accrue during the time of suspension. Failure by the Customer to receive bills does not constitute a valid reason for non-payment.
- 19.5. The monthly rental fees and other charges included will all be computed on a pro-rata basis from the date of subscription until the date of the first bill. Thereafter, starting from the next bill cycle the full monthly rental will apply and the Customer will be given all the included units in the package.
- 19.6. The Customer acknowledges their responsibility for all charges incurred in using the Service including those incurred without the knowledge or permission of the Customer.
- 19.7. Etisalat may collect a deposit or advance payment to cover the cost of the Service.
- 19.8. Etisalat may carry out credit reference checks on the Customer as deemed necessary.
- 19.9. Etisalat will endeavor to give the Customer warning prior to any disconnection of the Service for non-payment of its bills or for exceeding the applicable credit limit and an opportunity to rectify the outstanding amount before disconnection.
- 19.10. Where the Customer has been disconnected in accordance with clauses 19.4 and 19.8, reconnection will be possible

after the relevant bill has been paid or account has a positive balance. Etisalat will make available details of reconnection fees, if applicable, on [www.etisalat.ae/IDA](http://www.etisalat.ae/IDA).

- 19.11. A request from the Customer to migrate a Service account or vary their subscription to the Service shall to be deemed an authorization to Etisalat to transfer all its respective credits, dues and obligations in relation to the Service.
- 19.12. Etisalat reserves the right to revise the Fees and billing practices for the Service. Subject to the provisions of this clause, where the Fees for the Service are proposed to be increased, Etisalat will give a minimum of 28 calendar days' notice to the Customer and provide the Customer an opportunity to terminate the Contract of Service without penalty before the price increase takes effect. Where the Customer wishes to terminate the Contract of Service due to increased Fees/changed billing practices, the Customer must provide (a) 20 calendar days' notice during the first year of a 1-year package and (b) 7 calendar days' notice at all other times. If a discounted price or loyalty points / optional features have been supplied following the Customer subscribing for a 12 month period, the relevant exit fee for the device or loyalty points / optional features will remain payable.

## 20. Force Majeure

Etisalat shall not be liable in any way to the Customer whether in contract or otherwise for any loss, damage or liability incurred or sustained by the Customer caused by or as a result of any event or occurrence of which Etisalat is unable to control or avoid by the use of reasonable diligence, including, but not limited to the failure, shortage or interruption of electrical power or supply, riots or civil commotion, strikes, lock outs or trade or labour disputes or disturbances, fire, flood, drought or acts of any government or sovereign, change in any law, war or the defaults or omissions of suppliers and contractors, inclement or extreme weather conditions and acts of God.

## 21. Disclaimer

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to, warranties of title, non-infringement, implied warranties or fitness for a particular purpose or any warranties arising from any course of dealing or usage. No advice or information given by Etisalat, its affiliates, its licensees, its contractors or their respective employees shall create a warranty. Neither Etisalat nor its affiliates, its licensees, its contractors or their respective employees warrants that the Service will be error free or that any information, software or other material accessible on the Service is free of viruses, or other harmful components. Etisalat may decline applications for the service to or from a location where appropriate infrastructure deployment is not available. Alternatively, Etisalat may provide the Service through other methods of internet access.

## 22. Etisalat Customer Contact Centre

- 22.1. Customers may contact Etisalat's customer service center by using one of the contact methods referred to in in the contact us section on [www.etisalat.ae](http://www.etisalat.ae).

## 23. Governing Law and Enforcement of the Law

- 23.1. When Etisalat becomes aware of an alleged violation of these Terms and Conditions, Etisalat, in its sole discretion, may initiate an investigation. During such investigation, Etisalat may restrict the Customer from accessing the Service or the use of customer's account in order to prevent further possible unauthorized activity or potential violations of these Terms and Conditions. Etisalat may, at its sole discretion, restrict, suspend, or terminate the Service and /or pursue any other available remedies. Etisalat reserves the right to report suspicious activities by the Customer to the concerned authority.
- 23.2. Etisalat has no obligation to monitor the Customer's use of the Service, but may do so at its discretion and release information regarding the use if it believes, in its sole discretion, that is reasonable to do so in order to comply with any law or regulation, or government or legal request, or to protect itself, its network and systems or other members or visitors.
- 23.3. These Terms and Conditions are governed by the laws of the UAE and Etisalat and the Customer submit exclusively to the courts of that jurisdiction.