

# TERMS & CONDITIONS

The Board Directors of Emirates Telecommunications Corporation – Etisalat, by virtue of the powers conferred thereupon under articles (21) & (49) of the Federal Act No. 1 of 1991 with respect to the Emirates Telecommunications Corporation, hereby issue the following regulations:

## 1. Definition of Terms

- 1.1 Service: Shared Web Hosting Service will be provided by Emirates Telecommunications Corporation - Etisalat and shall be called "Shared Web Hosting". Shared Web Hosting caters to the needs of individuals and businesses that wish to publish information on the World Wide Web.
- 1.2 Customer: Shall mean any natural or juristic person who signs a service contract(s) with Etisalat.
- 1.3 Contract of Service: Shall mean an application form duly signed by that customer.
- 1.4 User Name: Is a unique name that identifies the Customer when accessing the Web Servers.
- 1.5 Password: The Customer keyword to access the Web Server.

## 2. Name & Effectiveness

- 2.1 These regulations shall be called "Terms & Conditions for Shared Web Hosting Service" and shall be effective from 1st December 1996. These Terms and Conditions shall apply to all Contracts of "Shared Web Hosting".

## 3. Services commencement & minimum period of hire

- 3.1 Service shall commence on the date the Customer account is activated.
- 3.2 Minimum period of subscription shall be one (1) calendar month.

## 4. Conditions of Use

- 4.1 The Customer shall not utilise the Service for:
  - 4.1.1 Infringing on any copyright or other intellectual property rights of any information or resources.
  - 4.1.2 Any other 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, economical or religious values of the UAE.
  - 4.1.3 Any purpose which is contrary to or conflicting with such regulatory rules or policies are issued by Etisalat from time to time.
  - 4.1.4 Interference with the UAE policy/regime or jeopardising UAE national interest or bothering countries or any other country policy and regime that has a mutual interest with the UAE or engaged in business with the UAE or transgressing the basic grounds of society such as customs and traditions by means of criticism or otherwise.
  - 4.1.5 Publication of opinions that profane the sanctity of the rules of decorum/conduct or have destructive effects on youngsters/juveniles or include an invitation to embrace/promote destructive principles.
  - 4.1.6 The publication of anything that incites against/defies Islam and its sublime principles, percepts and practices in any way through criticism or otherwise.
  - 4.1.7 Publication of anything that spurs criminal acts or spreads the sense of hatred and disintegration among the members of the community.
  - 4.1.8 Publication of anything that jeopardises the national currency or that throws the UAE national economy into disorder or confusion.
  - 4.1.9 Publication or advertisements with any phrase or picture that contradicts public ethics/morals or which are misleading to the public.
  - 4.1.10 The publication of news, pictures or captions/comments related to private family secrets of individuals even if the published material is true and if the same may offend/disgrace whomsoever is the subject-matter of such publications.
- 4.2 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 it may deem appropriate against the Customer for enforcement of these conditions. Etisalat shall also be entitled to disconnect the service to the Customer with or without notice.

## 5. Customer's Responsibilities

- 5.1 The Customer shall abide by all Terms and Conditions of the Service.
- 5.2 The Customer shall protect the secrecy of the 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, damages arising from any use of his users identification and/or password howsoever the same may arise.
- 5.3 The Customer shall insure that all files prior to transferring them to Etisalat Web Server are free of any viruses that may cause damages to Etisalat Web Servers.
- 5.4 The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service.
- 5.5 The Customer shall be solely responsible for managing the use of the storage capacity so that it is within the capacity allocated to him or as maybe stipulated from time to time by Etisalat.
- 5.6 The Customer shall pay Etisalat monthly service charges on a timely basis as mentioned in the monthly bills.

## 6. Etisalat Rights

- 6.1 Etisalat reserves the right to manage and control the access to computer systems and data stored in Emirates Internet System, as it may deem appropriate.
- 6.2 Etisalat shall not be responsible for any data loss.
- 6.3 Etisalat reserves the right to disconnect the service without prior notice if the Customer does not adhere to the above Terms and Conditions.

## 7. FTP Software

- 7.1 The Customer shall satisfy himself as to the suitability of FTP software for his needs. The Customer shall also be responsible for ensuring the compatibility of the FTP Software.
- 7.2 In the event that changes are introduced to Etisalat Hosting Services, Etisalat shall not be responsible for ensuring that the FTP software will continue to be compatible with Etisalat's Network and the Customer shall have no claim whatsoever against Etisalat by reason of such changes.

## 8. Charges & Billing

- 8.1 The charges for the Service shall be based on tariffs/rates published by Etisalat and any amendments thereto as may be introduced by Etisalat from time to time.
- 8.2 Etisalat shall invoice the service on monthly basis.

## 9. Disclaimer

- 9.1 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 service or for the contents, accuracy or quality of information or resources made available or received or transmitted through the service.

## 10. Amendments

- 10.1 These Terms and Conditions may be reproduced or amended by Etisalat without notice.
- 10.2 These Terms and Conditions have been formed in accordance with the Ministry of Information & Cultural Publication Laws and Regulations governing publications. Hence, any amendments on the Publication Laws and regulations on Ministry of Information & Cultural will result in amendments of the abovementioned Terms and Conditions. These amendments may occur without prior notification.

This service shall continue to be subject to Etisalat Terms & Conditions and Etisalat acceptable use policy and I/We have carefully read, understood and accepted the said Terms, Conditions and Policy.

All the above information is correct and I/We undertake not to introduce any change thereto without advance notice in writing to Etisalat.

Name of Applicant/Company: .....

Name of Company Representative: .....

Position held in Company: .....

Date: .....

Signature: .....