

Terms and Conditions

eCafé



1. Introduction

It is important that you read and understand our terms and conditions of use. These terms and conditions constitute the agreement by which our service is provided to you.

- a) These Conditions have been issued in accordance with Section 21 of the Federal Act. No.1 for 1991 with respect to the Emirates Telecommunications Corporation-(Etisalat).
- b) These conditions shall govern the operation of eCafé service (the service) provided by Emirates Telecommunications Corporation hereinafter referred to as "Etisalat". The party contracting therewith shall be referred to henceforth as "the Customer".
- c) These terms and conditions shall be an integral part of any agreement or contract signed between Etisalat and the customer.

2. Service Description

- 2.1 Service: Shall mean eCafé, one of Etisalat's broadband internet access services based on ADSL technology that supports high-speed internet access to retail customers. The service has categories depending on the bandwidth he or she wishes to operate 1) 4Mbps, 2) 3Mbps, 3) 2Mbps, 4) 1Mbps, 5) 512Kbps. The Customer may apply for any of these categories.
- 2.2 Customer: shall mean any natural or legal person signing a contract with Etisalat to operate the service.
- 2.3 Contracts of the Service: Etisalat Application form duly signed by the customer or any authorised representative of the customer shall constitute full acceptance of and compliance with these terms and conditions, any other related rules and guidelines, and the tariffs and usages of the service by the Customer.
- 2.4 The 24/7 maintenance and repair service through visit of a technician-including weekends and holidays- is on reasonable effort basis.
- 2.5 eCafé is offered subject to the availability of the ADSL deployment in the area of Customer premises.

3. Eligibility

- 3.1 Applicants for the service must obtain written permit from the Ministry of Information and Culture to operate an Internet Café.
- 3.2 Any firm, establishment, company, or corporation that is not included in the banned and/or blacklisted companies may subscribe to the service.
- 3.3 Subscription to the service will be limited to (business) organisations only.

4. Terms of the Service

- 4.1 Advance Payment: Etisalat will collect an advance payment to cover the cost of ADSL connection, ADSL routers and one month's advance payment of the fixed monthly charge before the service is provided.
- 4.2 Efficacy of Customer's Account: ADSL technology requires physical installation of Etisalat lines and equipment at the Customer's premises by Etisalat staff. Hence, the commencement or the efficacy of the service will be on the date upon which the service has been successfully provided and activated by Etisalat staff.
- 4.3 Internal/External Shifting: The Customer may shift the service from one point to another, internally and externally, upon giving Etisalat at least fourteen (14) days written notice. Standard internal/external shifting charges will apply. External shifting will take place subject to the availability of ADSL Service in the area requested by the Customer.

5. Period of Hire

- 5.1 eCafé 3-months packages:
 - a. Minimum period of subscription is 3 months.
 - b. After the minimum period the contract will be extended for indefinite period.
 - c. During and after the minimum period the monthly rental of the 3-months packages applies.
 - d. eCafé customers may terminate the Contract of Service upon thirty (30) days prior written notice to Etisalat.
 - e. In case the subscription is terminated before the end of the minimum period, the customer shall pay the remaining monthly rentals of the minimum period and any benefits received during the minimum period (such as but not limited to free installation, free modem, free first month rental, etc.).
 - f. Upgrading bandwidth during and after the minimum period is possible without negative consequences for the customer.

- g. Upgrading bandwidth doesn't restart the minimum period.
- h. In case the customer downgrades bandwidth during the minimum period, the customer shall pay any benefits received during the minimum period (such as but not limited to free installation, free modem, free first month rental, etc.) if these benefits did not apply on the downgraded bandwidth at the time of subscription.
- i. Downgrading bandwidth after the minimum period is possible without negative consequences for the customer.
- j. Downgrading bandwidth doesn't restart the minimum period.
- l. The Customer may apply to Etisalat to upgrade or downgrade bandwidth upon giving Etisalat a notice period of 30 days.
- m. The monthly rental will be prorated from the date at which upgrading and downgrading is actually effected by Etisalat.

5.2 eCafé 1-year packages:

- a. Minimum period of subscription is 1-year.
- b. After the minimum period this contract will be extended for indefinite period.
- c. During and after the minimum period the monthly rental of the 1-year packages applies.
- d. eCafé customers may terminate the Contract of Service upon thirty (30) days prior written notice to Etisalat.
- e. In case the subscription is terminated before the end of the minimum period, the customer shall pay the remaining monthly rentals of the minimum period and any benefits received during the minimum period (such as but not limited to free installation, free modem, free first month rental, etc.).
- f. Upgrading bandwidth during and after the minimum period is possible without negative consequences for the customer.
- g. Upgrading bandwidth doesn't restart the minimum period.
- h. In case the customer downgrades bandwidth during the minimum period, the customer shall pay any benefits received during the minimum period (such as but not limited to free installation, free modem, free first month rental, etc.) if these benefits did not apply on the downgraded bandwidth at the time of subscription.
- i. Downgrading bandwidth after the minimum period is possible without negative consequences for the customer.
- j. Downgrading bandwidth doesn't restart the minimum period.
- k. The Customer may apply to Etisalat to upgrade or downgrade bandwidth upon giving Etisalat a notice period of 30 days.
- l. The monthly rental will be prorated from the date at which upgrading and downgrading is actually effected by Etisalat.

5.3 Changing between eCafé 3-months and 1-year packages:

- a. When a customer wants to move from a 3-months package to a 1-year package, he shall sign the 1-year package contract, without needing to give notice, without paying any remaining monthly rentals or benefits received and without incurring any installation charges.
- b. When a customer wants to move from a 1-year package to a 3-months package, he shall sign the 3-months package contract, without needing to give notice and without incurring any installation charges. In case this customer was still in the minimum 1-year period, he shall pay the remaining monthly rentals of the minimum period. In case this customer already fulfilled the minimum 1-year period, there is no negative consequence for the customer.
- c. The monthly rental will be prorated from the date at which changing between 3-months and 1-year package is actually effected by Etisalat.

6. Conditions of Use

- 6.1 The customer shall not use or let the end user utilise the Service for:
 - 6.1.1 Persistently sending messages, which may cause any threat, harassment, annoyance, inconvenience, or needles anxiety to any person whatsoever.
 - 6.1.2 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.
 - 6.1.3 Infringing any copyright or other intellectual property rights to any information or resources.
 - 6.1.4 In contravention of Etisalat's acceptable use policy, available on www.etisalat.ae.
 - 6.1.5 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, economical or religious values of the UAE and the Muslim community as a whole.

- 6.1.6 Any purpose that is contrary to or conflicting with such regulatory rules or policies as are issued by Etisalat or other competent authority from time to time.
- 6.1.7 Posting or transmitting any message that is libelous, defamatory or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.
- 6.1.8 Posting or Transmitting any message that is harmful, threatening, abusive or hateful. Etisalat reserves the 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.
- 6.2 The customer shall not be entitled to transfer the service, assign or otherwise dispose of the service without the prior written approval of Etisalat.
- 6.3 The use of Internet Protocol (IP) switches or software for voice telephony and facsimile transmission is not permissible.
- 6.4 The customer shall provide internet access only and shall not provide or sell any value-added services, such as but not limited to:
 - 6.4.1 Email accounts to customers with or without subscription.
 - 6.4.2 Audio and Video conferencing.
 - 6.4.3 Any other value-added service as so determined by Etisalat.
- 6.5 Etisalat reserves the right to cancel the service temporarily or permanently without prior notice.

7 Cancellation of service by Etisalat

- 7.1 Etisalat may discontinue the Service when there is an unpaid balance or dues from the Customer as defined by the credit limit.
- 7.2 The customer shall be subject to discontinuance of the service, without 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.

8 Cancellation of Application for the service

- 8.1 When the customer cancels an application for the service prior to the start of installation, Etisalat may collect certain amount as deemed appropriate by Etisalat to cover preliminary cost already incurred.
- 8.2 When installation of service (e.g. line plant, switching programming, equipment configuration) has started prior to the cancellation, a charge equal to the cost incurred by Etisalat may apply, but in no case shall such charge exceed the charge for the applicable installation charge. 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.

9 Etisalat's Obligations

- 9.1 Etisalat will carry-out a preliminary test on the physical telephone lines to ensure that customer premises' area is ADSL enabled.
- 9.2 Etisalat reserves the right to inspect the usage of the service electronically or physically as may be necessary to determine whether the terms and conditions are being complied with in the installation, operation or maintenance of the service at any time with or without prior notice.
- 9.3 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 this terms and conditions, Etisalat and/or EIM's policies and procedures or the law.
- 9.4 Etisalat reserves the right to discontinue or limit the service, or to impose requirements as required to meet changing or statutory 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 judgement.
- 9.5 Etisalat reserves the right to change service parameters as deemed required to meet improvements, enhancements or expansion of the ADSL broadband technology.

10. Limitation of Etisalat's Liabilities

- 10.1 Liability. The Service is provided as is. To the maximum extent permitted by the law. Etisalat shall not be liable to customer for any loss or damage whether direct, indirect or consequential, resulting from the provision of the service.
- 10.2 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.

11. 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 labor 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.

12. 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 licensors, its contractors or their respective employees shall create a warranty. Neither Etisalat nor its affiliates, its licensors, 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 ADSL deployment is not available. Alternatively, Etisalat may provide the service through other methods of internet access.

13. Customer's Obligations

- 13.1 The customer shall pay Etisalat the monthly service charges on a timely basis as specified in the monthly bills
- 13.2 The customer is liable for the nature of the internet access made from the premises. Unauthorised attachments to or interference with the telecommunications equipment provided or authorised by Etisalat is not permitted.
- 13.3 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 by Etisalat.
- 13.4 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 damage 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.
- 13.5 The customer, authorised user, or joint user is responsible for ensuring that customer-owned equipment connected is compatible with such Etisalat network, equipment and facilities
- 13.6 The customer shall agree to comply with all applicable laws, rules and regulations in connection with the service.
- 13.7 The customer agrees to notify Etisalat if he or she moves or otherwise changes his or her address information, contact details and/or numbers.
- 13.8 The Customer will allow end users to have access to the internet at their premises for recreational, educational, research and business uses. The customer will pay monthly flat rate based on the bandwidth He or She wishes to operate. The Customer will charge end users for internet access and usage time at his will.

14. Enforcement of the Law

- 14.1 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 services or the use of customer's account in order to prevent further possible unauthorised activity or potential violations of this agreement. 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.
- 14.2 Etisalat has no obligation to monitor the customer's use of the services, 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.

15. Amendments

Etisalat reserves the right to amend, modify or substitute the terms, conditions and service options of the service including any especially related services and to introduce or add any new terms or conditions to the same with or without prior notice to the customer.

Applicant's signature: _____

Service Agent's signature: _____

Date of Application: _____

Company stamp: