

# Consumer Code of Practice

July 2021



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## 1. The Purpose of this Code of Practice

This Code has been developed to help you, our customers, understand the relationship you have with us and guide you on your rights and obligations on subscribing to our services. It will enable you to:

- understand and access the details of your services;
- understand what you can expect from us after you have made a purchase or subscribed to a service;
- what to do when you need to make a complaint; and
- find out how to contact us.

This Code of Practice has been approved by the Telecommunications Regulatory Authority ("TRA"). You can access this Code of Practice from the du website at [www.du.ae](http://www.du.ae), from the Virgin Mobile website at [www.virginmobile.ae](http://www.virginmobile.ae) or by requesting a copy to be posted, faxed or emailed to you. For specific contact information please refer to Section 2 How to Contact Us.

Nothing in this Code of Practice constitutes a contract or part of any contract between EITC and its customers.

## 2. How to Contact Us

For du, please see Annex 1 --- du Services → I. How to Contact Us

For Virgin Mobile, please see Annex 2 --- Virgin Mobile Services → I. How to Contact Us

## 3. Prices, Terms and Conditions of Service

You can find all our products and services as well as our prices on our websites:

- For du: [www.du.ae](http://www.du.ae).
- For Virgin Mobile: [www.virginmobile.ae](http://www.virginmobile.ae).

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You can also obtain up to date information about our products and services by contacting us on:

For du, please see Annex 1 --- du Services → I. How to Contact Us

For Virgin Mobile, please see Annex 2 --- Virgin Mobile Services → I. How to Contact Us

When you purchase any of our products and services, our general Terms and Conditions will apply and will be considered as an integral part of any agreement between EITC and its customers. The General Terms and Conditions can be consulted on:

- the du website at [www.du.ae/terms-and-conditions](http://www.du.ae/terms-and-conditions)
- the Virgin Mobile website at <https://www.virginmobile.ae/legalstuff/>

In addition, specific Terms and Conditions may apply to certain products and services. These can be found on the application form that you are expected to complete and sign (either in person or digitally) as a prerequisite for provisioning the product or service along with providing us with the necessary information and supporting documents as may be required, or on the relevant plan page for your product or service at [www.du.ae](http://www.du.ae) and at [www.virginmobile.ae](http://www.virginmobile.ae).

We may change the prices of some services from time to time. If we do, we will give you at least 28 days' notice. If you do not accept the new charges, you can cancel the agreement with us and your services as long as you do this within 30 days of receiving our notice.

We aim to offer high-quality services to our customers and actively takes steps to minimise interruptions to your services. However, we cannot guarantee the services will be available in all areas and at all times, as interruptions sometimes happen due to circumstances that are outside our control. Our prices, Terms and Conditions have been approved by the TRA.

We are also bound by the Quality of Service Policy outlined by the TRA. You can read this policy at [www.tra.ae](http://www.tra.ae).

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## 4. Privacy of Subscriber Information

We will act in line with all UAE laws which relate to privacy and protecting your personal information. If you use the services in another country outside the UAE, we will not have to process your information under any other law.

Your personal information may include information that you provide during your interactions with us, as well as your service usage details and information derived from your use of telecommunications services. We will take all reasonable and appropriate measures to safeguard your personal information and from unauthorized disclosure or use.

We will only disclose your personal information if such disclosure is:

1. permitted by law; or
2. made in the course of a credit check with a reputable credit reporting agency; or
3. made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity; or
4. made in response to a lawful request from any competent authority in relation to matters involving the public interests and/or matters of state security

We may disclose your personal information to EITC employees, consultants and contractors who are directly involved in the provision of telecommunications services you ordered, making sure that these parties are required to take all reasonable and appropriate measures to protect the confidentiality of your personal information and will use it only for the purposes of providing the telecommunications service.

We will not use your information for purposes other than those described above, unless we have obtained your explicit consent (for example where we think you might be interested in receiving information about products or services of EITC or another third party).

We will not publish your personal information on any public telecommunications directories

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and databases without your prior consent. You can contact our Customer Care to change or remove your personal information from any such database if you wish.

We are required to comply with the TRA's provisions on Privacy of Subscriber Information as set out in the Consumer Protection Regulations, which can be found at [www.tra.ae](http://www.tra.ae).

## 5. Billing Method and Cycles

Some services may require that you make an advanced payment, or pay a deposit or a one-time charge.

If you are a postpaid customer of du, monthly charges will apply on your services in arrears. Each month we will send your Monthly Plan bill in the language that you have chosen, to the billing address (mail / email / SMS) you have provided. Your bill will include a break-down of all your charges, as well as the date by which the payment is due. You are responsible for settling your bill every month.

If you are a prepaid customer of du or Virgin Mobile, you can get information about your usage details by consulting the du and Virgin Mobile app respectively.

There are several payment options available to you, ranging from the ability to pay online, by phone, via M-Payments (Wallet) or credit / debit cards. You can find the specific payment options relating to du and Virgin Mobile services in:

- For du: Annex 1 --- du Services → II. Payment Options
- For Virgin Mobile: Annex 2 --- Virgin Mobile Services → II. Payment Options

We will follow your instructions in your Mobile Payments form when you authorize us to debit amounts from your bank card, debit card or credit card (either using our convenient 'auto payment' option or otherwise). You can specify a card and the amount (for pre-paid services only), and we will debit your account accordingly. You can find more information about payment of your bill (including auto payment options) in our Terms and Conditions.

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## 6. Denial of services

We will carry out maintenance to our network from time to time to prevent/rectify breakdowns that cause interruptions to the service. We will take reasonable measures to ensure that the disruption to the network is kept at a minimum.

Services to access content on the mobile, internet or TV, including broadcast content may be denied for legal or regulatory reasons.

We may disconnect the line in case of misuse as defined in the General Terms and Conditions.

## 7. Cancellation of services

If you are a du customer, you can end a service by giving us 30 days' written notice and immediately paying us any early cancellation fee that applies if you cancel before the end of the minimum term, together with any applicable outstanding charges.

If you are a Virgin Mobile customer, you are free to end the service without notice.

Depending on the nature of your contract with EITC, you may be entitled to a penalty-free service cancellation period of three (3) days for consumers or seven (7) days for business customers from the time you sign your contract with us, and if certain conditions are fulfilled. Please contact us if you wish to enquire about the applicability of the penalty-free service cancellation period in relation to your services.

You can find specific information about how to cancel a service in the application form or in the Terms and Conditions that are specific to the product, which can be found at:

- For du: [www.du.ae/terms-and-conditions](http://www.du.ae/terms-and-conditions)
- For Virgin Mobile: <https://www.virginmobile.ae/legal-stuff/>

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If you cancel all your services with us, we will close your account and all outstanding charges payable become immediately due.

After cancelling your services, it is up to you to cancel any payment arrangements which have been set up with third parties such as your bank.

## **8. Suspension and Restoration of Services by EITC**

We reserve the right to suspend or cancel your services and stop any of your equipment from using the network in accordance with our General Terms and Conditions without giving you notice. Circumstances that may lead us to suspend or cancel the services include but are not limited to:

- we suspect that you are engaging in any activity that is prohibited under the Acceptable Use of Service Policy.
- we suspect that you are not complying with the terms and conditions related to the specific product for which you have signed an agreement with EITC;
- we suspect that unusual or fraudulent activity is occurring on the account;
- we are required to do so by any government, regulatory organization, emergency service, or other competent authority, or
- if you become bankrupt.

If you are a du customer, and if you do not pay the charges owed to us by the due date on the invoice, we may do the following.

- a) Charge a late-payment fee;
- b) Suspend, cancel or block your services and equipment;
- c) Withhold any amounts we owe you; or
- d) Instruct a debt collection agency to collect any unpaid amount.

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If we suspend or disconnect your services, you are still liable for all charges applicable during the period of the suspension. Any deposits received from you in connection with provision of services may be adjusted against outstanding charges.

If your account has been suspended, you can visit or contact our sales office or Customer Care to pay the outstanding amount and resume your services. During this time, you can still contact Customer Care and emergency services.

## 9. Subscriber Contract

Your subscriber contract with us consists of the application form you sign (either in hard copy or digitally) for any of our services in addition to the Terms and Conditions you accept when you order the services.

You can find details of your service on the application form, in the service brochures and on the relevant plan page for your product or service at [www.du.ae](http://www.du.ae) and at [www.virginmobile.ae](http://www.virginmobile.ae).

By signing the application form, you make an agreement with us that the Terms and Conditions will govern your relationship with us. You can also find our general Terms and Conditions at:

- For du: [www.du.ae/en/terms-and-conditions](http://www.du.ae/en/terms-and-conditions)
- For Virgin Mobile: <https://www.virginmobile.ae/legal-stuff/>

We will supply you with the services you have ordered as shown on your application form.

If you want to add to or cancel one of your services, you can contact us through one of the methods available to you:

- For du, please see Annex 1 --- du Services → I. How to Contact Us
- For Virgin Mobile, please see Annex 2 --- Virgin Mobile Services → I. How to Contact Us

We may make changes to the services, prices and Terms and Conditions. If the change is a



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price increase, or has the same effect as a price increase, we will give you at least 28 days' notice of the change. During this 28-day notice period, you are entitled to cancel the service without having to pay any early cancellation fee. Otherwise, we will consider your continued use of the services as acceptance of these changes.

## 10. Handling of Complaints

You are entitled to make any complaint to us about any aspect of your relationship with us. You can do so by contacting our Customer Care at:

- For du, please see Annex 1 --- du Services → I. How to Contact Us
- For Virgin Mobile, please see Annex 2 --- Virgin Mobile Services → I. How to Contact Us

We will conduct complaints handling in a fair, transparent and timely manner in accordance with this section.

We will acknowledge your complaint immediately, in case you submit your complaint by telephone or personal visit, and within five (5) business days in case you send us your complaint in writing. We acknowledge your complaint by giving you a reference number that you can use to identify the progress of your complaint.

We will try to resolve your complaint on your first contact with us.

If we cannot resolve your complaint immediately, we will generally process and conclude it within 30 business days. We will notify you if processing your complaint will take longer than that. After that we will write to you to notify you of the outcome of your complaint and offer you any remedies, if applicable.

We will keep a record of your complaint for a minimum of 2 years after your complaint has been dealt with.

We will endeavor to manage your expectations reasonably and realistically. This involves the

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careful examination of each complaint made by you and a resolution that we can offer you on that basis.

## 11. Options for Directory Listing Information

We will offer you the option of putting your Directory Information into a telephone directory and making it available from our Directory Enquiries Service.

Directory Information contains at a minimum:

- Name
- P.O. Box and City
- Telephone number

We will only list your number if we have your prior explicit consent.

For general enquiries regarding your Directory Listing Information or to change or remove your personal details from our Directory Enquiries Service, you can contact our Customer Care.

- For du, please see Annex 1 --- du Services → I. How to Contact Us
- For Virgin Mobile, please see Annex 2 --- Virgin Mobile Services → I. How to Contact Us

## 12. Subscriber Refunds and Deposits

When you order a service, we will inform you if you are required to pay us a refundable deposit for that service.

We will only use any deposits held against payment of your account if you have failed to pay an amount which is due and we have suspended your account, or if you have failed to return equipment, which we have made available to you in connection with a service, once a service has been cancelled, suspended or disconnected.

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If you choose to cancel your services before the expiry of the minimum term of your contract, we will generally refund any fees or deposits paid in advance after confirmation that you have fully settled all outstanding amounts due to us.