

“Smart Home” Terms and Conditions

2016

The purchase of any “Smart Home” product (the **Smart Home Service**) is subject to:

- a) these Terms and Conditions (**Smart Home Terms**);
- b) du’s General Terms and Conditions; and
- c) du’s Specific Terms and Conditions for Mobile Services (copies of which can be found on the du Website).

Where there is any inconsistency between these Terms and Conditions and those other terms, these Terms and Conditions shall prevail). We reserve the right to amend these Terms and Conditions or to withdraw the Smart Home Service. We will publish these Terms and Conditions, and any revisions to them, on Our website www.du.ae

1. INSTALLATION

- 1.1 By purchasing a Smart Home Service and agreeing to installation, You confirm that You are the registered owner of the installation address (**Installation Address**), or are one of the registered owners of the Installation Address and are duly authorized by the other registered owner(s) of the Installation Address, or are appointed by the registered owner(s) of the Installation Address, or are an authorized resident, tenant or occupant of the Installation Address.
- 1.2 You also confirm that You have obtained or will obtain full, valid and subsisting authority and consent from each of the (other) registered owners, residents, tenants and occupiers of the Installation Address (collectively, “**Occupiers**”, and each an “**Occupier**”), and all other necessary consents to allow Us and our Personnel to enter the Installation Address to install any Smart Home Services or to replace or maintain the Smart Home Service, and must provide a safe environment for Us or our Personnel to install the Smart Home Services.
- 1.3 You will fully cooperate with Us and our Personnel to agree plans for Installation as soon as practicable after the signing an application for Smart Home Services, including but not limited to providing Us with the brands, the model number and the description of all Your devices at the Installation Address which may be connected to the Smart Home Services. If We need to, We will test devices to ensure compatibility with the Smart Home Services.
- 1.4 You will need to provide the necessary broadband service(s) required for the Smart Home Services to operate. Your purchase of broadband services is subject to the provider’s relevant terms and conditions. The charges for the broadband services are not included in the Charges for the Smart Home Services.
- 1.5 You authorize Us or Our Personnel to carry out certain installation, minor renovation, electrical and/or other works (collectively, the “**Work**”) at the Installation Address, which may include drilling holes, conduit works and surface wiring at the Installation Address. We are not responsible for any deinstallation of Equipment if the Smart Home Services are terminated, unless otherwise agreed. We will agree the scope of the Works required at the Installation Address before commencing.

2. COMMENCEMENT

2.1 Installation of the Smart Home Services under this application shall take place as soon as possible after You sign the relevant application form and pay the Charges ("**Application Date**"). We will aim to complete installation of the Smart Home Services as soon as possible but will depend on You being able to obtain all necessary authorizations and approvals for the installation and Us having no access or other issue with the installation. Once installation has been completed, You will be asked to sign a certificate confirming that the installation has been completed ("**Installation Certificate**").

3. RETURNS POLICY

3.1 If You change your mind about the Smart Home Services You've bought from Us, You may be entitled to return any un-installed Equipment within 3 days of the Application Date for a full refund, subject to 3.2 below.

3.2 If You change Your mind under 3.1 above, we will only refund the full value of any Equipment which has not been installed at the Installation Address and We will collect any un-installed Equipment from You. You will not be refunded for any Equipment that has been installed by Us at the Installation Address.

3.3 If You change your mind under this clause 3 and We are required to cease installation, We will ask You to sign a release acknowledging termination of the Smart Home Services.

4. OTHER DEVICES

4.1 To ensure the Smart Home Services operate safely You will not (or allow any Occupiers to) attach any devices to, or attempt to reconfigure, the Smart Home Devices. You understand and agree that any unauthorized device may invalidate any Warranty given by Us in connection with the Smart Home Service.

5. SMART HOME EQUIPMENT AND SERVICE SUPPORT

5.1 We will guarantee the proper function of the Smart Home Services (including the replacement of selected faulty Equipment for a period of one (1) year from either:

- a) the date of the Delivery Certificate at the installation address; or
- b) 30 days after the Application Date, ("**Warranty Period**"),
whichever, comes first ("**Warranty**").

5.2 You will be entitled to a limited number of free technical visits to the Installation Address. The number of free visits will depend on the Smart Home Service package that You have acquired from Us. Technical visits do not include the installation of any additional equipment.

5.3 The Warranty is subject to the following:

- a) Equipment covered under the Warranty includes any smart home device provided by Us for the purpose of the Smart Home Services and as indicated in the Application Form and may include

routers, switch, access point and controller, but shall not include any cable (whether the existing cable provided by You or by Us);

- b) If You have not used the Smart Home Services and the Equipment in a fit and proper manner, or have damaged any Equipment by any misuse, negligence, abnormal power supply, fire, water, and/or other natural disaster, or have made any unauthorized alteration, modification or repair, the Warranty will be invalidated;
- c) The Warranty does not include any electrical work external to the Equipment, nor the provision of software programs;
- d) Unless otherwise advised by Us, We will only be liable to replace any faulty Equipment being within the Warranty Period; and
- e) du reserves the right to withhold any maintenance services for the services (including the equipment) until full payment of any maintenance charges payable is received.

4.2 We may charge You for any site visits at the Installation Address provided beyond the scope of the Warranty.

4.3 Upon the expiry of the warranty period, the customer or an occupier may be able to obtain extended warranty on the services from du at extra fees, but any such extended warranty shall not include the costs of replacing any equipment.

6. CHANGES TO THE SMART HOME SERVICES

5.1 If You wish to make any changes to or to adjust the scope of the Smart Home Services, You may be required to pay additional service fees or related charges and We will ask You to enter into new agreement(s) or further agreement(s) to these Smart Home Terms.

5.2 We will not refund any portion of the Charges to You if You assign or agrees to assign or transfer the Installation Address (or any part thereof) to any party before the Services are completed.

7. LIABILITY

6.1 You agree to fully indemnify us and any Affiliate against any and all claims, suits, actions, proceedings, demands, liability, losses, damages, costs, expenses and charges, that We or our Affiliates may suffer or incur as a result of, or relating to:

- a) a breach by You of your obligations under these Smart Home Terms;
- b) You use of the Smart Home Services or the Equipment; and/or
- c) any willful, unlawful or negligent act or omission by You.