

## **TERMS & CONDITIONS**

1. **DEFINITION** - The term "ETISALAT Internet Yellow Pages" as hereinafter appearing refers to the Yellow Pages Business Directory under the URL <http://www.yellowpages.ae>

a) **MOBISHASTRA L.L.C.** (MOBISHASTRA) is the sole appointed agent of ETISALAT for accepting advertisements to be advertised in the ETISALAT Internet Yellow Pages and MOBISHASTRA is duly authorized by ETISALAT to enter into this Contract with the Advertiser.

b) **MOBISHASTRA** shall use its reasonable endeavors to list or display the Advertisements as provided by the Advertisers in the "ETISALAT Internet Yellow Pages" subject to the limitation of the following terms and conditions.

The term "Hosting Period" as hereinafter appearing shall be the date on which the advertisement is first displayed on the Internet Yellow Pages site.

## **2. ADVERTISING FEES AND PAYMENT**

a) The Advertiser shall pay the Advertising Fees as specified overleaf.

b) The Advertising Fees payable by the Advertiser shall commence from the Hosting Period specified overleaf and shall continue to be valid until this contract is terminated subject to the provision of termination set out in Clause 7 below.

c) The Advertiser shall pay the update fee for any changes of the Internet advertisement. An additional fee will be charged if MOBISHASTRA shall provide the required data for the update.

d) The Advertiser shall pay handling fee if the Advertiser fails to provide required advertising materials for web page development within 5 working days subsequent to contract sign date. Advertisers shall pay a cancellation fee of 50% of the rate(s) for the cancelled items which is/are cancelled within 5 working days & beyond that no cancellation.

3. **ADVERTISERS' UNDERTAKINGS** - a) The Advertiser warrants that he/it has the right to publish the information/matter in the contracted advertisement in the "ETISALAT Internet Yellow Pages", and is solely responsible and liable in respect of the contents of the Advertisement including but not limited to contact number(s), address(es), any picture or illustration, trade mark or trade name appearing in the Advertisement or the nature of the business, profession, service or product described in the Advertisement, their accuracy and completeness and neither ETISALAT nor MOBISHASTRA accepts any responsibility or liability for the contents of the Advertisement or for any loss or damage whatsoever or howsoever suffered or incurred by any party in the use of the information of the Advertisement.

b) The Advertiser undertakes that the contents of the Advertisement shall at all times abide by the code of practice and other conditions issued by ETISALAT from time to time regarding advertising in the "Internet Yellow Pages".

c) The Advertiser undertakes that the Advertisement does not infringe or contravene any legislation relating to copyright, advertisements and/or advertising or otherwise violate any law in the United Arab Emirates and shall indemnify and hold MOBISHASTRA and ETISALAT harmless against any and all such infringements.

d) The Advertiser shall submit all graphic materials and written information for the execution of this Contract within 20 working days of signing the Contract. After such period, MOBISHASTRA reserves the right to process this Contract within whatever information is available.

e) **MOBISHASTRA** shall display Advertisements on the "ETISALAT Internet Yellow Pages" immediately after their completion in accordance with Article 4 and the Advertiser will receive a "Commencement

Date Notification” note, via e-mail or fax from MOBISHASTRA informing that the advertisement(s) has/have gone online. Advertiser shall have 7 working days to view the advertisement(s) and should contact MOBISHASTRA in writing, should there be any error(s) from the agreed final artwork/information of the advertiser.

f) In addition to the advertisement on the “ETISALAT Internet Yellow Pages”, MOBISHASTRA reserves the right to display advertisements on any other website, free of cost, without notification to the Advertisers.

**4. USE OF PERSONAL DATA** The Advertiser hereby consents to ETISALAT and/or MOBISHASTRA using any personal data, supplied in connection with this Agreement for the purposes of internal use, credit checks, debt collection, direct marketing and/or market survey, to ETISALAT and/or MOBISHASTRA supplying such personal data to any companies and/or to selected third parties to use for such aforesaid purposes. The Advertiser also consents to any such personal data being ‘matched’ with other personal data and to such personal data being transferred to places outside the UAE.

**5 INDEMNITY** - a) The Advertiser shall at all times indemnify and save harmless ETISALAT and/or MOBISHASTRA against all claims, demands, actions and proceedings by any party made or brought against ETISALAT and/or MOBISHASTRA arising out of any act or omission caused by the negligence of the Advertiser in connection with this Contract including all damages, costs and expenses paid or incurred by ETISALAT and/or MOBISHASTRA as a result of any such claims, demands, actions or proceedings as the case may be.

b) Without prejudice to the foregoing, MOBISHASTRA reserves the right to refuse, omit or delete any advertising copy or listing which infringes or may in the opinion of ETISALAT infringe any intellectual property rights of a third party.

**6. COPY LISTINGS AND CLASSIFICATIONS** The name, address and telephone number of the Advertiser wherever appearing in the “ETISALAT Internet Yellow Pages” shall at all times conform to the records of ETISALAT and the Classified headings used shall conform to the standard terms specified by ETISALAT. ETISALAT reserves the right to change any copy, listings and classification notwithstanding any entries appearing in the copy provided by the Advertiser.

**7. TERMINATION MOBISHASTRA** shall have the right to terminate this Contract forthwith at any time in any of the following events:

- i) If any of the Advertising Fees or other sums payable by the Advertiser under this Contract remain unpaid after becoming due.
- ii) If the Advertiser commits a breach of any of the terms and conditions contained herein.
- iii) If the Advertiser has been the subject of any insolvency and/or bankruptcy proceedings or is making any arrangement or composition with its creditors or is having a Receiver.
- iv) If the advertising is objectionable, unsuitable, impracticable or for any other valid reason.

**8. POST TERMINATION** The termination of this Contract shall be without prejudice to any pre-existing rights or obligations of either party.

**9. LIMITATION OF LIABILITY** - a) Neither ETISALAT nor MOBISHASTRA shall be subject to any liability or responsibility for any cost, claim, damage or loss to the Advertiser or to any third party resulting from any reason or cause whatsoever under this Contract including without limitation the omission of any Advertisement, quality or any error or omission thereof except to the extent that such cost, claim, damage or loss is occasioned by reason of ETISALAT or MOBISHASTRA’s negligence where their liability

shall be limited to the total amount paid by the Advertiser under this Contract.

b) Neither ETISALAT nor MOBISHASTRA shall under any circumstances be liable to the Advertiser or any third party for any loss or damage (whether direct or indirect).

10. **ASSIGNMENT** - a) The Advertiser shall not assign, transfer, convey or otherwise dispose of any of the rights and obligations under this Contract except with the prior written consent of MOBISHASTRA.

b) **ETISALAT** shall have the right to assign this contract to any of its affiliates, subsidiaries, etc. without the consent of the Advertiser.

11. **GOVERNING LAW** The Terms and Conditions shall be construed in accordance with the laws of the United Arab Emirates and the courts of the United Arab Emirates shall have jurisdiction over any dispute arising thereof.

12. **FORCE MAJEURE** Neither ETISALAT nor MOBISHASTRA shall be under any liability for any loss or damage resulting from delay or failure to perform this Contract either in whole or in part where such delay or failure shall be due to causes beyond their reasonable control, or which is not occasioned by their fault or negligence, including, but not limited to, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God, restraints imposed by governments or any other supranational legal authority of any other industrial or trade disputes, fires, explosion, storms, floods, lightning, earthquakes and other natural calamities.

13. **NOTICES** Any notice required to be given under this Contract may be given either personally to the other party or by registered post, facsimile, telegram, telex or e-mail to the address specified in this Contract or any address as notified by the other party. Any such notice shall be deemed to have been given and received at the time when in the ordinary course of transmission it should have been delivered at the address to which it was sent.

14. **VARIATION** Without prejudice to Clause 13 above, MOBISHASTRA reserves the right at any time to vary, add, modify, delete any or all of the terms and conditions contained herein by giving advance written notice to the Advertiser to that effect

15. **NON-WAIVER** No failure or delay on the part of either party hereto to exercise any right, power or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy. The rights, powers and remedies provided herein are cumulative and are not exclusive of any rights, powers or remedies by law.

16. **SEVERABILITY** If any provision of these terms and conditions shall be construed to be illegal or invalid, they shall not effect the legality and validity and enforceability of the other provisions of this Contract. The illegal or invalid provision shall be deleted from this Contract and no longer incorporated herein but all other provisions of this Contract shall continue.

**17. FREE & SPECIAL OFFER ITEMS.**

a) Free & Special Offer items will be forfeited if subscribers cannot provide required materials for web page development within 5 working days subsequent to contract sign date.

b) Upon expiry of the free & special offer, ETISALAT and/or MOBISHASTRA reserve the right to charge the Advertiser with the prevailing internet advertising rates.

18. **REQUIRED VALID DOCUMENTS** The client is required to submit a self-attested copy of Emirates I'd of the authorized signatory & Trade license copy of the company.