

**1. General Conditions**

- 1.1. These terms and conditions have been issued in accordance with the Information and Communication Technology (hereinafter referred to as ICT) policy of the Ras Al Khaimah Free Trade Zone Authority (RAK FTZ).
- 1.2. Any contractual agreement (sale or rental) for the provision of ICT-related services, products or equipment (hereinafter referred to as the 'service') by RAK FTZ shall be governed by these conditions.
- 1.3. Any party (client) availing ICT-related facilities and contracting with RAK FTZ for the same shall hereinafter be referred to as 'the subscriber'.
- 1.4. These conditions shall be deemed to be an integral part of any agreement or contract signed between RAK FTZ and the subscriber.

**2. Delivery of Service**

- 2.1. RAK FTZ will provide telecoms service to the subscriber at the RAK FTZ Business Park in Ras Al Khaimah or at any other location provided by RAK FTZ or its authorised contractor(s).
- 2.2. Telecoms services for normal provisioning shall be delivered within two (2) to seven (7) working days, depending on the facility availed, cut-off times, completion of necessary approvals from other concerned departments and variations in the volume of work involved

**3. Accounts for Telecoms Usage**

- 3.1. RAK FTZ shall prepare the statement of accounts, hereinafter called 'the bill', for any service provided to the subscriber on a periodic basis.
- 3.2. RAK FTZ shall not be obliged to provide the individual details of any telephone call or other usages of the services availed by the subscriber. Such shall be provided on additional request and upon payment of additional costs.
- 3.3. A list of calls, if requested by the subscriber, shall be provided upon payment of the then existing cost. Such lists shall be sent to the subscriber on the RAK FTZ-provided email address and, optionally, to the subscriber's personal address.
- 3.4. All accounts are to be settled within seven (7) calendar days of the Bill's date, unless prior approval has been given to the subscriber for the delay/deferment of payment
- 3.5. The bill provided shall be final and conclusive evidence for the amounts due by the subscriber. Any claim or dispute shall not be entertained before settling the bill and without substantial evidence.
- 3.6. If the subscriber fails to pay the bill within the period specified, RAK FTZ may summarily suspend the services without further notice to the subscriber, without prejudice to RAK FTZ's right to recover any amount which may be due at the time of suspension or which may accrue during the time of suspension.

**4. RAKFZBC Email Account**

- 4.1. Official correspondence (e.g. RAK FTZ bills, advisories, announcements, etc) shall be sent with priority to the RAK FTZ-provided email account (RAKFZBC email) and, optionally, copied to the personal email address filed on the system, which has given during the registration.
- 4.2. The subscriber must use this RAKFZBC email account to send their request to RAK FTZ. If the RAK FTZ-provided email is not accessible, the subscriber must use the personal email address they provided during company registration.
- 4.3. RAKFZBC email accounts, or any other email accounts provided by RAK FTZ to the subscriber, shall not be used for mass-mailing or bulk-mailing, whether deliberately or unintentionally, as this will compromise the entire email system provided to all subscribers. If a mass-mailing solution is required, the subscriber must contact the Authority to be provided with alternative options.

**5. Period of Notice: Removal or Disconnection of Service Initiated by Subscriber**

- 5.1. The subscriber should give a notice of at least thirty (30) calendar days in writing to RAK FTZ for disconnection or removal of any service. Applicable service fees will be incurred.

**6. Rental, Connection and Service Charges**

- 6.1. Rental charges include the cost of maintenance and repair occasioned by normal wear and tear. Subscribers are required to pay to RAK FTZ a connection charge as indicated in RAK FTZ's IT Service Catalogue or as otherwise advised by RAK FTZ.
- 6.2. Rental charges are payable in advance, unless otherwise stipulated or approved. Standard rental charges are listed in RAK FTZ's IT Service Catalogue. Other items are available on request.
- 6.3. All services, beyond the basic default telecoms package, shall be provided at an additional cost. These include, but are not limited to, change requests, additional software installations and repair of hardware, among other things.
- 6.4. Certain fixed facilities (including, but not limited to, Standard Offices, Executive Offices or any other facility where it is applicable on the facility's contract) have set monthly telecoms charges, whether the subscriber actually uses those services or not.
- 6.5. Support request charges may be billed with the monthly bill, yearly renewal or final cancellation/deregistration, as deemed appropriate by RAK FTZ.

**7. Telecoms Security Deposit**

- 7.1. The subscriber shall pay the then existing telecoms security deposit to RAK FTZ, unless otherwise stipulated or waived by RAK FTZ. This amount shall be held by RAK FTZ to guarantee that the subscriber fulfils the obligations stipulated within the service subscription.

- 7.2. Full or partial refund/credit upon satisfactory termination of the subscription shall be given, as judged by RAK FTZ. RAK shall be entitled to deduct an amount to compensate for any damage to its property and/or for any unpaid telecoms bills from the security deposit.
- 7.3. Under any circumstances, if a portion of the security deposit is used, the subscriber shall, within ten (10) days of receiving notification from RAK FTZ, deposit cash with RAK FTZ in order to restore the Security Deposit to its original amount.

#### **8. Telecoms Details and/or Subscriber's Website or Portal Information Change**

- 8.1. RAK FTZ reserves the right to, without prior notification, change the telephone, fax and other telecommunications numbers/details assigned to the subscriber, whenever it is deemed necessary for vital infrastructure changes.
- 8.2. Requests made by the subscriber for the change or retention of current telecoms services shall be accommodated, provided that the conditions, upon which the change or retention of said service depend, are applicable. Any applicable amendment fees (as per the prevailing costs) shall be charged to the subscriber prior to making the amendments to the service.
- 8.3. Changes in the details posted on the RAK FTZ website(s)/online portals, whether the subscriber wishes to post additional information and/or conceal any of the posted information, can only be implemented after raising a proper service request and receiving prior approval from the Corporate Legal Affairs department.

#### **9. Transfer/Assignment of Services**

- 9.1. RAK FTZ provides services mentioned as 'dedicated services', which are for the sole use of the subscriber. 'Shared services' are not for the sole use of any subscriber, and the authorised RAK FTZ personnel shall facilitate such usage, unless otherwise stipulated.
- 9.2. Shared telecom numbers shall not be forwarded to any subscriber's preferred numbers, as this will affect the service provisioning for the other subscribers using the service.
- 9.3. The Subscriber shall not transfer any service or usage of such service, whether temporarily or permanently, to another company or third-party without prior written approval from RAK FTZ.

#### **10. Disconnection or Removal of RAK FTZ IT Services**

- 10.1. RAK FTZ reserves the right to discontinue all services if the subscriber fails to settle the payments due to RAK FTZ in respect of any or all services. Failure to receive a bill does not constitute a valid reason for non-payment.
- 10.2. RAK FTZ reserves the right to discontinue all services if the subscriber tampers with any RAK FTZ equipment or any of its components.
- 10.3. RAK FTZ reserves the right to discontinue all services if the subscriber resells or trades-in ICT equipment or services without the approval of RAK FTZ; uses disrespectful language; or fraudulently or maliciously uses the ICT system in a manner prohibited by law.
- 10.4. RAK FTZ reserves the right to discontinue all services if the subscriber has committed any form of breach.

#### **11. Subscriber's Liability and Obligations**

- 11.1. The subscriber is liable for the costs pertaining to calls made from or any other use of the equipment, whether with or without their knowledge or permission, and are liable for the loss of or damage to the equipment leased by them.
- 11.2. The subscriber shall, on demand, pay to RAK FTZ the full amount covering any damage, beyond reasonable wear and tear, to the equipment.
- 11.3. Without prejudice to any further claim by RAK FTZ, if any equipment shall suffer any fault or damage as a result of any act or omission committed, subscriber shall pay to RAK FTZ double the cost of repairs of such equipment and shall undertake in writing not to mishandle or abuse the equipment any further. RAK FTZ shall not be bound to repair the equipment until these two requisites are fully satisfied by the subscriber.
- 11.4. RAK FTZ does not allow the use of unapproved types of products/equipment. The subscriber shall be liable for any loss or damage to the RAK FTZ network resulting from the use of any type of equipment/service/products not approved by RAK FTZ.
- 11.5. The subscriber shall, when requested, permit RAK FTZ staff or agents, at all reasonable hours and accompanied by RAK FTZ security, to enter into the premises of their facility to install, inspect the condition, conduct inventories, perform repairs and to exercise any activity related to the services without prior permission from the subscriber.

#### **12. Fault Reporting**

- 12.1. Subscriber is responsible for reporting faults in the equipment of RAK FTZ. Subscriber shall not attempt to repair or modify the equipment, nor permit a third-party to do so. Reporting through official correspondence applies.

#### **13. Accidents Due to Usage of the Service**

- 13.1. RAK FTZ shall not be held responsible for any death and/or injury to any person howsoever arising from or due usage of the service, and the customer shall indemnify RAK FTZ against all claims made by or on behalf of any person howsoever arising from any such death and/or injury or loss and/or damage to property.

#### **14. Subscriber-Owned Equipment/Services in RAK FTZ Premises**

- 14.1. Placement of subscriber-owned services/equipment in RAK FTZ premises is at owner's risk. RAK FTZ makes no warranties of any kind, whether expressed or implied. RAK FTZ will not be held responsible for any consequential damage or loss due to accident, fire, process of work, in-transit, theft or any acts of God.
- 14.2. It is the subscriber's responsibility to be completely aware of the leased facility's status. In cases of deregistration/cancellation/facility take-over, it is the subscriber's responsibility to remove their owned equipment. If,

under any circumstances, after the time period designated for its removal, the subscriber's equipment is found in the recovered facility, it shall be stored for up to three (3) months, carrying the applicable handling/storage charges. If still unclaimed after the grace period, RAK FTZ reserves the right to dispose of the equipment in any manner it so chooses without prior notice to the client.

- 14.3. Handing over of subscriber's owned equipment to RAK FTZ shall be done at the subscriber's risk. There will be no warranties, and RAK FTZ shall not be held liable for damage and/or loss. Service charges may apply depending on the reason of maintenance. Estimate of these charges is provisional and non-binding, and will be duly informed to the client. Unclaimed items will be retained up to three (3) months with storage charges. If still unclaimed after the grace period, RAK FTZ reserves the right to dispose of the equipment without notice to client.

**15. Change in RAK FTZ Facility or Telecoms Service**

- 15.1. Should a subscriber initiate a change of facility or service order, telecoms amendment fees, as per the prevailing cost, shall apply, in addition to any outstanding bill from the facility/service in use prior to the change. Deactivation will take place immediately. The subscriber is responsible for notifying his own contacts about the change in his relevant details. The subscriber is also responsible for backing-up vital information that will be affected by the service to be deactivated once the change of facility/service request has been forwarded to the RAK FTZ IT Department for implementation.
- 15.2. Should a subscriber initiate cancellation of any telecoms facility or service after provisioning has started (whether partial or complete), the subscriber shall be charged with the then prevailing telecoms amendment fees. In addition, the subscriber shall be invoiced with any outstanding bill due from the time of cancellation application. Deactivation will take place immediately. Under no circumstance shall RAK FTZ be held liable for loss of data or information due to service deactivation.

**16. Special Telecoms Number Allocation**

- 16.1. Subscribers who availed a paid special/fancy number for telecoms details may or may not be able to retain the same special/fancy number depending on the nature of the change of facility request. In cases where retention is not possible, an equally-valued special/fancy number from a different range shall be provided.

**17. Limitations of RAK FTZ's Liability**

- 17.1. RAK FTZ shall not be liable for damages or loss pertaining to any delay in providing or restoring the service, or for the loss or damage occasioned by the total or partial interruption or disconnection of the service. No deduction shall be made from the rent for whatever cause, unless the service was totally unavailable/unusable for a continuous period of not less than one (1) month. However, RAK FTZ shall, under no circumstance, be liable for any loss of profit or income or for any other indirect or inconsequential loss or damage due to the total or partial interruption or disconnection of service.

**18. Amendments in Terms and Conditions**

- 18.1. RAK FTZ reserves the right to change, amend or reproduce these Terms and Conditions from time to time as it deems fit without prior notice to customers. Any such change/amendment shall be immediately binding to the subscriber from the date it is issued by RAK FTZ.