

اتفاقية المستخدم النهائي الخاصة بشركة أكو كول City Walk Bldg Central Park

responsible for any non-payment with the Tenant and in the event that payment for DCES is not made, the Unit Owner along with the Tenant, if the Unit is leased, are responsible for any unpaid balance on the account and all disconnection and/or reconnection charges if the service is disconnected.

2.4.5 The provision of DCES to a Customer is contingent upon payment of all charges due from the Customer. The payment date for each monthly invoice shall be the date identified as 'due date' on the relevant monthly invoice. Failure by a Customer to settle an invoice within fourteen (14) days of submission of the relevant invoice will result in the Service Provider giving a notice of non-payment to the Customer. After seven (7) days of issuing the notice, a final reminder in the form of a disconnection notice will be sent in case of non-payment.

2.4.6 The Customer shall pay a late payment charge in accordance with the applicable rate for any delay in payment without reasonable excuse. If such non-payment continues for more than fourteen (14) days after the due date, the Service Provider is entitled to disconnect the supply of DCES to the Unit until all amounts owing to the DCES Provider and the Service Provider are paid in full.

2.4.7 Disconnection

In the event of disconnection of DCES, Service Provider shall be entitled to charge a disconnection/reconnection fee as per the "Schedule of Fees" outlined in this Agreement. The Service Provider will suspend DCES in the event the request is made by a legal authority, such as: a court order, regulatory supervisory bureau, building owner, or any other authority.

2.4.8 The Customer agrees to pay the Service Provider the costs of collection, as often as any such costs may be incurred, of any amount which may become payable to the Service Provider for Cooling Services but which are not paid when due. Such costs shall include, but not be limited to, charges by any collection agency, legal fees, and court costs.

2.4.8 Security Deposits

2.4.8.1 The Customer (both Tenant and Owner) acknowledge and agree to pay an initial refundable deposit. 2.4.8.2 In case the Customer has failed to perform any of their obligations mentioned in this Agreement or failed to pay any overdue amount and/or invoice within fourteen (14) days from the due date, then the Service Provider would be entitled to fulfil such breach or settle the due amount from the above said deposit, subject to the Client's instructions or as deemed fit to the Service Provider. The DCES services will remain disconnected until the Customer reinstates the deposit to its original amount within seven days on receipt of notice from the Service Provider.

2.4.8.3 In case the Customer has failed to reinstate the deposit to its original amount within the said period, Service Provider shall add such required amount to the next monthly invoice. If Service Provider deducts the amount from the deposit in accordance with Paragraph 2.4.8.2 above, and the balance of the deposit is reduced to zero. Service Provider shall only be required to resume DCES provision after Customer has:

1. Paid all due amounts, invoices, and fines.
2. Reinstated deposit full amount.
3. Paid the disconnection and reconnection fees

2.5 Transfer of Service

The services covered in this agreement may be transferred only after the Tenant settles all outstanding amounts on the account. When the tenant leaves the unit, the Landlord/Owner will continue to be responsible for Cooling Energy Service charges until a new tenant moves into the unit or the unit is transferred to a new owner.

2.6 Limitation of Liability and Indemnity

2.6.1 Service Provider, its officers, directors, employees, affiliates and agents will not be liable for any personal injury, loss or damage to property, or any loss of life arising from the service provided under this contract.

2.6.2 The Customer acknowledges that Service Provider is not responsible for the supply of chilled water to the Building in which the Unit is located and cannot be held responsible for any failure of such supply.

2.6.3 The Customer shall indemnify and hold Service Provider harmless of any claims, damages and losses arising out of – or in connection with – the Customer's failure to comply with the terms of this Agreement. In no event will Service Provider be liable for any direct, indirect, special or consequential losses of any kind including, but not limited to, loss of revenue or anticipated profits.

2.7 Force Majeure

In the case of a Force Majeure, the Party affected shall not be held liable for any failure or delay for the period that such failure or delay is due to causes beyond its reasonable control.

2.8 Termination of Service

If a Unit is sold/leased without the Service Provider issuing a non-objection certificate, the Owner and/or the Tenant will remain responsible for all charges up until the date a new Owner/Tenant registers with the Service Provider and signs a new Agreement.

2.9 Privacy Policy

Subject to applicable laws, the Service Provider promises not to disclose the Customer's information to any other person or entity.

2.10 Certification

Customer warrants that all the information provided herein is true and correct and understands that false and misleading information shall be a cause for termination of this Agreement.

2.11 Compliance with the Laws

The Customer warrants that it shall comply with all applicable laws at all times during the term of this Agreement.

2.12 E-Signature

The Customer and Service Provider acknowledge and agree that the use of an e-signature shall signify acceptance to be bound by the terms of this Agreement as though the Customer or Service Provider had signed an original copy of this Agreement and that such e-signature shall constitute a validly binding Agreement between the Customer and Service Provider.

يحمل مالك الوحدة والمستأجر، (إذا كانت الوحدة مؤجرة)، المسؤولية عن الرصيد غير المسدد على الحساب وكافة رسوم قطع الخدمة وأ/أو إعادتها، في حال حصل أي قطع الخدمة.

2.4.5 إن تقديم الخدمة للعميل تتماشى مع سداد كافة الرسوم المستحقة من طرفه. ويكون تاريخ سداد الفاتورة الشهرية هو التاريخ المشار إليه بـ "تاريخ الاستحقاق" في الفاتورة. يتوجب على العميل تسديد الفاتورة بالكامل خلال 14 يوم من تاريخ استلام الفاتورة و إلا سوف يظطر العميل إلى توجيه إنذار للعميل لطالباً ل سداد بمدة أقصاها 7 أيام ويؤدي عدم الدفع من إصدار هذا الإنذار وفي حالة الاستمرار في عدم السداد يرسل إنذار أخير يتمثل في قطع الخدمة.

2.4.6 يتوجب على العميل دفع رسوم التأخير وفقاً للسعر الساري في حال كان التأخير في السداد دون سبب و مبرر. وفي حالة الاستمرار في عدم السداد لمدة تزيد على أربعة عشر (14) يوماً من تاريخ الاستحقاق، يحق لمزود الخدمة قطع الخدمة عن الوحدة حتى يتم سداد كامل المبلغ المستحق لمزود خدمة طاقة التبريد في العقار .

2.4.7 قطع الخدمة
في حالة قطع خدمة طاقة التبريد في العقار يحق لمزود الخدمة احتساب رسوم قطع الخدمة/إعادة الخدمة وفقاً "لملحق الرسوم" الخاص بهذه الاتفاقية. كما يقوم مزود الخدمة بتعليق خدمة طاقة التبريد في العقار بناء على طلب سلطة قانونية أي بموجب حكم قضائي، أو جهة رقابية أو إشرافية، أو ملك المبنى، أو أي سلطة أخرى.

2.4.8 يوافق العميل على سداد تكاليف التحصيل ل مزود الخدمة، لأي مبلغ قد يصبح مستحقاً لمزود الخدمة مقابل خدمات التبريد التي لم يتم دفعه في تاريخ الاستحقاق. وتشمل هذه التكاليف على سبيل المثال لا الحصر الرسوم التي تفرضها الجهات القائمة بالتحصيل والرسوم القانونية ورسوم المحكمة.

2.4.9 ودعية التأمين

2.4.8.1 يقر العميل (المستأجر و المالك) و يوافق على سداد ودعية مبدئية يتم استردادها فيما بعد. 2.4.8.2 في حالة عدم أداء العميل لأي من التزاماته بموجب هذه الاتفاقية أو عدم التزامه بسداد أي مبلغ مستحق وأ/أو قيمة الفاتورة خلال أربعة عشر (14) يوماً من تاريخ الاستحقاق، يحق لمزود الخدمة تدارك هذا الإخفاق وحسم المبلغ المستحق من الودعية المذكورة أعلاه، وذلك وفقاً لتوجيهات العميل أو على النحو الذي يراه مزود الخدمة مناسباً. ويستمر قطع خدمة طاقة التبريد في العقار حتى يعيد العميل الودعية إلى قيمتها الأصلية خلال سبعة أيام من تاريخ استلام الإنذار الموجه من مزود الخدمة.

2.4.8.3 في حالة عدم التزام العميل بإعادة الودعية إلى قيمتها الأصلية خلال المدة المحددة، يقوم مزود الخدمة بخصم المبلغ المطلوب على فاتورة الشهر القادم. وإذا قام مزود الخدمة بخصم المبلغ من الودعية وفقاً للفترة رقم 2.4.8.2 أعلاه وأصبح مبلغ الودعية صفراً، فإنه يلتزم بإعادة الخدمة بعد أن يقوم العميل بـ:

- أ) سداد كامل المبالغ والفواتير والغرامات المستحقة؛
- ب) رد قيمة الودعية بالكامل؛
- ج) سداد رسوم قطع وإعادة الخدمة.

2.5 نقل ملكية الخدمات
لا يجوز نقل ملكية الخدمات التي تغطيها هذه الاتفاقية إلا بعد أن يقوم المستأجر بتسوية كافة المبالغ المستحقة على الحساب. وفي حالة ترك المستأجر للوحدات، يظل المالك مسؤولاً عن رسوم خدمة طاقة التبريد حتى ينتقل مستأجر جديد إلى الوحدة أو يتم نقل ملكية الوحدة لملك جديد.

2.6 تحديد المسؤولية والتعويض
2.6.1 لا يتحمل مزود الخدمة ومسؤوليه وموظفيه والشركات التابعة له ووكلاءه مسؤولية وقوع أي إصابات شخصية أو خسائر أو ضرر في العقار أو وفيات بسبب الخدمة المقدمة بموجب هذا العقد.

2.6.2 يقر العميل أن مزود الخدمة غير مسؤول عن توفير المياه المبردة في المبنى الذي توجد به الوحدة ولا يتحمل مسؤولية عدم توفيرها.

2.6.3 يلتزم العميل بتعويض مزود الخدمة وإغاثته من أي مطالبات وتعويضات وخسائر تنشأ عن أو فيما يتعلق بعدم التزام العميل بشروط هذه الاتفاقية. ولا يتحمل مزود الخدمة في أي حال من الأحوال المسؤولية عن أي خسائر مباشرة أو غير مباشرة أو خسارة أي أرباح أو غيرها، بما في ذلك على سبيل المثال لا الحصر، الخسارة في الإيرادات أو الأرباح المتوقعة.

2.7 القوة القاهرة
في حالة حدوث قوة قاهرة، لا يتحمل الطرف المتضرر مسؤولية أي فشل أو تأخير خلال الفترة التي حدث فيها ذلك نتيجة لأسباب خارجة عن سيطرته المعقولة.

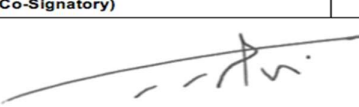

2.8 إنهاء الخدمة
في حالة بيع/تأجير الوحدة بدون الحصول على شهادة عدم معانعة من مزود الخدمة، يظل المالك وأ/أو المستأجر مسؤولاً عن سداد كافة الرسوم حتى تاريخ تسجيل مالك/مستأجر جديد لدى مزود الخدمة وإبرام اتفاقية جديدة.

2.9 سياسة الخصوصية
يتعهد مزود الخدمة بموجب الأحكام السارية بعدم الإفصاح عن المعلومات الخاصة بالعميل لأي شخص أو جهة أخرى.

2.10 إقرار
يقر العميل أن كافة المعلومات الواردة في هذه الاتفاقية صحيحة وسليمة وأنه يتعهد أن تقديم معلومات غير صحيحة ومضللة يمكن أن يؤدي إلى إنهاء الاتفاقية.

2.11 الالتزام بالقوانين
يتعهد العميل بالالتزام بكافة القوانين السارية في جميع الأوقات أثناء مدة الاتفاقية.

2.12 التوقيع الإلكتروني
يقر ويوافق العميل ومزود الخدمة على أن استخدام التوقيع الإلكتروني يكون بمثابة قبول للالتزام بالشروط الواردة في هذه الاتفاقية، وكان العميل أو مزود الخدمة قام بالتوقيع فعلياً على أصل الاتفاقية وأن التوقيع الإلكتروني يشكل اتفاقية ملزمة بصورة سليمة بين العميل ومزود الخدمة.

Customer Statement	
I/We state that, the information provided is verified and accepted by me. I/We hereby agree to the terms and conditions set forth in this Agreement and all its annexes I/We hereby agree that if an e-signature is used to sign this Agreement, it shall be a valid and true signature of the Signatory.	
Customer Name	Customer Name (Co-Signatory)
Customer Signature	Customer Signature (Co-Signatory)
Signatory On behalf of Service Provider	 

Aquacool End-User Agreement

Annex 1- Registration Form

Property Details					
Project Name:		Phase/Sector:			
Building Name:		Unit Type:			
Unit No:					
Customer Information					
First Name:		Last Name:			
ID Number:					
ID Type:		ID Expiry Date:			
Tenancy Contract Start Date:		Tenancy Contract End Date: (if applicable)			
Trade License No: (if applicable)		Trade License Expiry Date:: (if applicable)			
Company Name: : (if applicable)				P.O. Box:	
Address (Street /Area):					
Emirate:		Landline:			
Mobile (1):		Mobile (2):			
Email Address (1):					
Email Address (2):					
Customer Statement					
<p>I/We state that, the information provided is verified and accepted by me. I/We hereby agree to the terms and conditions set forth in this Agreement and all its annexes. I/We hereby agree that if an e-signature is used to sign this Agreement, it shall be a valid and true signature of the Signatory.</p>					
Customer Name		Customer Name (co-Signatory)			
Customer Signature		Customer Signature (co-Signatory)			

For documents that should be submitted along with registration and applicable registration fees, service charges, and rates, please refer to relevant annexes below

Aquacool End-User Agreement

Annex 2 – Required Documents and Registration Methods

In order to register with Aquacool and receive chilled water (AC) services, the following documents are required:

- Signed End-User Agreement (hard copy or through our web portal)
- Signed Aquacool registration form (hard copy or through our web portal)

For customers registering with Aquacool as individuals, the customer should sign the above mentioned documents. For corporate customers (companies), the documents should be signed by the authorized representative assigned by the company through a Power of Attorney (POA)

In addition to the above, the following documents are required, depending on the type of customer:

<u>For a Tenant (Individual)</u> <ol style="list-style-type: none"> 1. Tenancy contract OR Ejari certificate 2. Passport copy 3. Visa copy 4. Emirates ID copy 	<u>For an Owner (Individual)</u> <ol style="list-style-type: none"> 1. Title deed 2. Passport copy 3. Visa copy 4. Emirates ID copy
<u>For a Tenant (Company)</u> <ol style="list-style-type: none"> 1. Tenancy contract OR Ejari certificate 2. Trade license copy 3. Power of attorney 4. Passport copy of authorized signatory 5. Visa copy of authorized signatory 6. Emirates ID copy of authorized signatory 	<u>For an Owner (Company)</u> <ol style="list-style-type: none"> 1. Title deed 2. Trade license copy 3. Power of attorney 4. Passport copy of authorized signatory 5. Visa copy of authorized signatory 6. Emirates ID copy of authorized signatory

There are two ways to register:

1. Online registration: Kindly visit <https://aquacool.me/>; you will be asked to fill in your details, upload the required documents, and pay the registration fees and deposit
2. Manual registration: please fill the provided Registration Form along with the required documents and fees. You may fill the registration forms, sign them, scan them, and email them to our customer Care team at the below email. Alternatively, you may submit the completed documents to the concierge desk in your building.

Aquacool Contact Details:

Call center: 600-560-136

E-mail: customercare@aquacool.me



Aquacool End-User Agreement

Annex 3 – Aquacool Payment Methods

IMPORTANT NOTE:

For cash deposits and bank transfers, please ensure to provide a proof of payment to us via email payments@aquacool.me to allow us to allocate the payment to your account with Aquacool. The proof of payment should clearly show the **Customer's full name, building name, and unit number.**

Failure to send a copy of the payment will cause delays in processing of payment into your account and may result in late fees and/or disconnection of your cooling services.

Please refer to below list of acceptable Payment Methods:

1. Online through Aquacool's web portal

- Visit our Website at <https://aquacool.me> and click on "Log In"
- Log in with your User ID and Password
- On your home screen click on the contract number to view & pay your outstanding
- Balance and proceed with payment.
- If you forgot your password, click on the "forgot password" link to reset your Password.

2. Cash Deposit at ATM or Bank Teller (in Branch)

Cash deposit payment may be done via any ENBD Branch /ATM into our ENBD Account number **1015698228201** (please refer to the above mentioned note)

3. Check

Check payable to Aquacool Metering LLC maybe deposited into our ENBD Account # **1015698228201**

4. Bank Transfer

Bank transfer to the below account details. (Please refer to the above mentioned note)

Bank name: **Emirates NBD**
Beneficiary Name: **Aquacool Metering LLC**
Account#: **1015698228201**
IBAN: **AE400260001015698228201**
Branch Name: **Deira**

For any clarifications regarding the above payment methods please contact us.

Aquacool Contact Details:

Call center: 600-560-136

E-mail: customercare@aquacool.me

City Walk Bldg Central Park– Aquacool End-User Agreement

Annex 4 – Schedule of Fees and Service charges

Charge Description	Fee excluding VAT(AED)	Description
Service Fee	25	Billing and collection fee paid monthly by each Customer (Owner/Tenant) and retained by Aquacool for services rendered.
Administration Fee	200	A 'one off' account administration fee paid by each Customer upon signing the End-User Agreement for setting up the account.
Late payment Fee	25	A fee applied to the account for payment received after due date.
Final Bill (3 working days)	25	Bill issued for Customers who require their accounts to be closed.
Fast track service (1 working day)	500	Express end user Move-in & Move out
Non objection certificate	25	NOC for any customer upon closing their account
Statement of account	25	First SoA is free of charge, additional SoA chargeable
Disconnection/ Reconnection Fee	500	Fee to disconnect / reconnect air conditioning service due to payment default.
Return Check Fee	50	A fee payable to Aquacool by the Customer in the case of a returned or 'bad cheque' being issued.

Applicable Rates	
Energy Consumption:	Tariff AED 0.796 per Ton-Hour Consumed – Payable monthly
Capacity Charge:	Total charges of AED 0 per ton annually; Payable over 12 months regardless of meter consumption

City Walk Bldg Central Park– Aquacool End-User Agreement

Annex 5 – Security Deposit Policy and Details

The Customer (whether Tenant or Owner) acknowledges and agrees to pay an initial refundable deposit to the Service Provider upon signing the chilled water Service End User Agreement.

Security deposits are required for the following reasons:

- In the case of non-payment of the bill.
- Final Bill. If there are no amounts owing or outstanding from the Customer at the completion of the contract, and the Customer requests for a Final Bill as per general procedures, the deposit will be refunded to the Customer within 14 days.

The security deposit for each unit will depend on its size, as detailed in the below table:

Unit Type	Amount In AED
Studio	1,500
1 Bedroom	1,500
2 Bedroom	2,000
3 Bedroom	3,000
4 Bedroom	3,500
Retails/Shops/Office	Varies*
* Depending on the type and size of each unit	

In case the Customer has failed to perform any of his obligations mentioned in this Agreement or failed to pay any overdue amount and/or invoice within (30) thirty days from the due date, then Service Provider would be entitled to fulfil such breach or settle the due amount from the above said deposit, while the Unit will remain disconnected.