application form
Business Quick Start - Premium

etisalat

Welcome to Etisalat.
Please complete this form if you are applying for **Business Quick Start – Premium.** Please note that incomplete information may cause delays in providing the service.

A. Type of Request

☐ New ☐ Migration from Non-Etisalat service ☐ Migration from Etisalat service

☐ Upgrade/Downgrade ☐ Disconnection ☐ Internal shifting ☐ External shifting

B. Company Information

Company Name: ....

Billing Address in the UAE: .... P.O.Box: .... Emirate: ....

Office No.: .... Fax No.: ....

Technical Contact Details:

Name: .... Mobile No.: .... Email: ....

C. Authorised Person Details

☐ Power of Attorney ☐ Letter of Delegation

Name: ....

Title/Position of the Person: ....

Mobile No.: .... Email: ....

ID Document Type: ☐ Emirates ID ☐ Passport

ID Document No.: .... Date of Issuance: .... Date of Expiry: ....

Nationality: ....

D. Billing Details

By default, bill will be sent to the below email address:

Email ID **(Mandatory)**: ....

Language: ☐ English ☐ Arabic
For detailed bill, register the Business Online Portal **businessonline.etisalat.ae** and access anytime, or you may also place a request at **800 5800**.
If you require a printed bill please call 800 5800 (Only summary bill will be provided).

E. Migrate Existing Etisalat Service or Upgrade/Downgrade

Account details for existing Internet, Landline or Business Quick Start – Premium customers

☐ BusinessOne/BusinessPremium, BusinessLite Account No.: ....

☐ Del/PABX Account No.: ....

☐ Business Quick Start - Premium Account No.: ....

I want to Remove Call Select pre-configuration from my PABX, without any charge, to benefit from FREE Bundled minutes:

PABX Brand: .... PABX Model: ....

F. New Customer, Shifting or Migration from Non-Etisalat Service

Service Installation address (if shifting, please provide new location details and existing Account No. below)

Building: .... Floor: .... Flat No.: ....

Area: .... City: .... P.O. Box: ....

Working telephone number in the same office/building*: .... Plot: ....

Existing Account No.*: .... ☐ Etisalat   ☐ Non-Etisalat

*One of the above has to be provided

G. Business Quick Start - Premium Packages

Please choose your package on 1 year contract

Business Quick Start package (Unlimited broadband)	No of Devices to be chosen	Minutes	Bandwidth up to		Web Storage	Domain Name	Hosting		Norton Internet Security (NIS) License	Voice service (fixed line*)	Rental charges (AED/month)
			Downstream	Upstream			No. of Virtual emails	Storage per email			
20Mbps	1	100 F2M 100 Intl	20Mbps	5Mbps	100MB	1	20	250MB	3	1	☐ 975
40Mbps	2	100 F2M 100 Intl	40Mbps	10Mbps	400MB	1	30	500MB	3	1	☐ 1,475
60Mbps	2	100 F2M 100 Intl	60Mbps	15Mbps	400MB	1	30	500MB	5	1	☐ 1,875
80Mbps	2	100 F2M 100 Intl	80Mbps	20Mbps	1000MB	1	40	1000MB	10	1	☐ 2,475
120Mbps	2	100 F2M 100 Intl	120Mbps	30Mbps	6000MB	1	180	2000MB	30	1	☐ 3,475

*Please choose the type of landline for your package:

☐ Single telephone line   ☐ PABX (Total number of lines 1+ ....)

H. Bundled Devices

Select Bundled Device(s) as specified in package table under **Section G** (Please select carefully as after processing your application the selected devices cannot be changed)

Product Category	Product Type	12 Monthly Installment	One Time Charge
Smartphone	Samsung S7 Edge*	0 ☐	0 ☐
Tablet	Apple iPad Pro (32GB)	100 ☐	1,140 ☐
	Apple iPad Pro (128G) Cell	200 ☐	2,305 ☐
2 in 1 PC	Microsoft Surface Pro 4 with keyboard	340 ☐	4,010 ☐
	HP 2 in 1 PC with i5 Processor	235 ☐	2,745 ☐
	HP 2 in 1 PC with i7 Processor	320 ☐	3,735 ☐
Laptop	HP Laptop with i5 Processor*	0 ☐	0 ☐
	HP Laptop with i7 Processor	65 ☐	700 ☐
	Apple MacBook Air	175 ☐	2,035 ☐
	Apple MacBook Pro	350 ☐	4,100 ☐
Desktop	HP Mini PC i5 with 18.5" Monitor*	0 ☐	0 ☐
	HP Mini PC i7 with 18.5" Monitor	95 ☐	1,095 ☐
	HP All-in-one Desktop with i5 processor	95 ☐	1,055 ☐
	HP All-in-one Desktop with i7 processor	140 ☐	1,595 ☐
	Apple iMac 2.8GHz	290 ☐	3,410 ☐
	Apple iMac 1.6GHz	225 ☐	2,605 ☐
Wi-Fi Router	Linksys Wi-Fi Router	0 ☐	0 ☐

Category	Item				
Smart Switch Non POE	24 Port Switch – Non POE - HP	0 ☐		0 ☐	
Smart Switch POE	24 Port Smart Switch – POE – Linksys	0 ☐		0 ☐	
	24 Port Smart Switch – POE – HP	90 ☐		1,045 ☐	
Managed Switch Non POE	24 Port Managed Switch – Non POE - HP	0 ☐		0 ☐	
	24 Port Managed Switch – Non POE - Linksys	0 ☐		0 ☐	
	48 Port Managed Switch - Non POE - HP	230 ☐		2,695 ☐	
	48 Port Managed Switch - Non POE – Linksys	80 ☐		910 ☐	
Managed Switch POE	24 Port Managed Switch – POE - HP	150 ☐		1,705 ☐	
	24 Port Managed Switch – POE - Linksys	0 ☐		0 ☐	
	48 Port Managed Switch – POE - HP	545 ☐		6,435 ☐	
	48 Port Managed Switch – POE - Linksys	165 ☐		1,925 ☐	
Projector	Benq Projector with 500 Ansi Lumens*	0 ☐		0 ☐	
Printer	HP Multifunction Laser Printer*	0 ☐		0 ☐	
	HP All in one Printer – A3	930 ☐		11,000 ☐	
NAS storage	NAS Storage (4TB)	0 ☐		0 ☐	
	NAS Storage (8TB)	65 ☐		715 ☐	
Signage TV	Samsung Smart Signage 49"	25 ☐		270 ☐	
Surveillance Camera	Indoor/ Outdoor Camera 4MP	0 ☐		0 ☐	
	Indoor Camera 6MP	0 ☐		0 ☐	
	Indoor Camera 4MP - Fisheye	0 ☐		0 ☐	
	360 Camera 6MP	0 ☐		0 ☐	
	Outdoor Camera – 4MP Bullet	0 ☐		0 ☐	
	Outdoor Camera – 5MP	35 ☐		360 ☐	
Access Control	Access Control and Time Attendance – Unit	70 ☐		800 ☐	
Smart Access Point	Wireless-AC Dual-Band Access Point	0 ☐		0 ☐	
	Wireless-N Access Point	0 ☐		0 ☐	
Paper Shredder	Paper Shredder	0 ☐		0 ☐	
UPS	UPS Rack – 1KVA	85 ☐		985 ☐	
	UPS Rack – 3KVA	345 ☐		4,040 ☐	
	UPS Online – 6KVA	630 ☐		7,425 ☐	
Firewall	Firewall - up to 60 Users	65 ☐		745 ☐	
	Firewall - up to 100 Users	485 ☐		5,720 ☐	

* Special device offer for Business Quick Start – Premium

I. Internet Username

1st choice	☐ ☐ ☐ ☐ ☐ ☐ ☐
2nd choice	☐ ☐ ☐ ☐ ☐ ☐ ☐
3rd choice	☐ ☐ ☐ ☐ ☐ ☐ ☐

Username should contain 2-8 characters (can be alphanumeric characters: A-Z or 0-9)

J. Domain name

☐ I have an existing .ae domain _____ .ae   OR

☐ I want a new .ae domain at no cost

1st choice	_____ .ae
2nd choice	_____ .ae
3rd choice	_____ .ae

- Minimum period of hire for the domain is 1 year
- Domain name is renewed on yearly basis

K. Modem and Installation

Installation: AED 200 as one-time charge
Please tick the box if you require a modem

☐ Broadband Modem: AED 300 as one-time charge

L. Disconnection

I wish to disconnect my service with Account No.: _____ because: _____
_____ from date (D/M/YY) _____

M. Required Documents

1. Trade License

2. Valid passport / Emirates ID of the sponsor/partner

3. Power of Attorney of the signing person

4. Establishment Card (New customers only)

N. Your Authorisation

I/We clearly understand that by completing and signing this application form, I/we conform to Etisalat's Terms and Conditions of Business Quick Start – Premium. The Terms and Conditions of this service is an integral part of Etisalat's Terms and Conditions of the associated services.

Name of Applicant: _____

Position/Title in the company: _____   Date of application: _____

Signature of Applicant

Company Stamp

For Official Use Only

Issuing Etisalat Representative: _____   Title: _____

Contact Details: _____

1. Introduction

1.1 These Terms and Conditions shall govern the supply of Business Quick Start - Premium (the "Service" as defined hereunder) by Emirates Telecommunications Corporation ("Etisalat") to any party using the Service (the "Customer" as defined hereunder). Upon commencing use of the Service, the Customer is deemed to have read, understood and accepted these Terms and Conditions.

1.2 These Terms and Conditions shall be an integral part of the Agreement signed by and between Etisalat and the Customer for the Service.

2. Definitions

In this contract:

2.1 Agreement: The agreement between Etisalat and the Customer for the Service, comprising of (i) the Service application form, which must be signed by or on behalf of both the Customer and Etisalat by an authorized representative, (ii) these Term and Conditions, (iii) the applicable tariffs and charges published on the Etisalat website or otherwise provided to the Customer, (iv) the privacy policy and (v) any other documents expressly incorporated into the Agreement.

2.2 Service: Shall mean high speed Internet access and landline voice services. It might include a suite of value-added services such as providing a Device(s) as part of the package, Domain Name, web hosting, email hosting and basic computer security and shall include any value-added features that may be added thereto by Etisalat from time to time. The Service is categorised depending on the bandwidth options and usage limits (Limited and Unlimited) as defined in the Service application form. The Customer may apply for any of these categories. The Service is provided by Etisalat under the name of Etisalat and branded as BQS Premium.

2.3 Device(s): laptop(s), tablet(s) or smartphone(s), and any other devices offered by Etisalat

2.4 Additional Devices: Any additional device(s) that the Customer may purchase on an optional basis at any time during the contract period.

2.5 Customer: Any natural or legal person signing the Agreement with Etisalat to use the Service.

2.6 Fees: Shall mean any fees, charges and/or rentals charged by Etisalat in relation to the provision of the Service.

2.7 Domain Name: The Customer's unique trade name that identifies him on the Internet.

2.8 Website: Shall mean Etisalat's website available at the address www.etisalat.ae

3. The Service provided

3.1 Etisalat will provide the Service subject to the Agreement.

3.2 In signing the Service application form, the Customer acknowledges they have taken reasonable efforts to familiarize themselves with these Terms and Conditions and with the other documents forming the Agreement. This includes details of the prices and the benefits provided under the Service as stipulated on the Website. In particular, the Customer is aware of the cost of any additional benefits and/or services over and above those provided as part of the Service.

3.3 The Customer only has the right to use and does not have any ownership rights to a fixed phone number allocated by Etisalat. Etisalat reserves the right to change a number allocated to a Customer for technical, operational, legal or other reasons.

3.4 The Customer acknowledges that fair use restrictions and limitations may apply to elements of the Service, as stipulated on the Service application form.

4. Terms of the Service

4.1 The Service offered is subject to the availability of deployment in the area of Customer premises.

4.2 Internal/External Shifting of Service: The Customer may shift the Service from one point to another, internally and externally, upon giving Etisalat at least fourteen (14) days' written notice. Standard internal/external shifting charges will apply. External shifting will take place subject to the availability of Service in the area requested by the Customer.

5. Service Commencement

5.1 These Terms and Conditions come into effect and shall bind the Customer on and from the date on which the Customer submits a signed Service application form or otherwise completes the subscription process with Etisalat (which may include the payment of a deposit), whichever is earlier.

5.2 The minimum period of subscription for the Service ("Minimum Term") shall commence upon Etisalat activating or otherwise making the Service available to the Customer. Etisalat will use reasonable efforts to notify the Customer when the Service has been activated.

6. Period of Hire

6.1 The Minimum Term for the Service is 12 months.

6.2 During and, if applicable, after the Minimum Term, the monthly rental Fees for the Service apply.

6.3 Upgrading bandwidth during and after the Minimum Term is possible without additional charges.

6.4 In case the Customer downgrades bandwidth during the Minimum Term, the Customer shall pay any benefits received during the Minimum Term (such as but not limited to Device(s) included in the package, free installation, free modem, Domain Name registration and any period of waiver of the monthly rental Fees) if these benefits did not apply on the downgraded bandwidth at the time of subscription.

6.5 The monthly rental Fees shall be billed monthly in advance and additional out of bundle charges shall be billed monthly in arrears. The monthly rental Fees will be prorated from the date at which upgrading and downgrading is actually effected by Etisalat.

6.6 On the expiry of the Minimum Term for Service the Customer may sign a new 12 months' contract and if applicable receive a new device.

6.7 If the Agreement is not terminated before the Minimum Term expires, the Agreement will automatically continue after the Minimum Term indefinitely on a month to month basis for the Service.

6.8 Where the Customer receives one or more new Devices after either (a) renewing the Agreement or (b) upgrading the Service, the Minimum Term of the Agreement will be restarted again from the effective date of such renewal or upgrade.

6.9 Without prejudice to clause 6.8, additional Devices can be purchased at any time during the contract period of the Agreement.

6.10 Where the Customer purchases any Additional Device(s), the Minimum Term as well as the repayment plan for such Additional Devices will be specified in the relevant Service application form.

7. Access

7.1 The Service needs to be qualified/feasibility study needs to be done by Etisalat prior to providing the Service.

7.2 An access line will be installed for the Customer by Etisalat.

7.3 Customer can purchase a CPE from Etisalat or subject to Etisalat prior approval, to use his own. The Customer accepts that it is the Customer's responsibility to protect such equipment provided by Etisalat.

7.4 Any Customer equipment must be:

a) Technically compatible with the Service and do not harm Etisalat's network.

b) Connected and used in line with any relevant instructions, standards or applicable laws and regulations.

7.5 Internet Domain Name and Customer's Website:

a) Etisalat will apply on a best endeavour basis to the relevant regulatory body for the Domain Name on behalf of the Customer, provided that the Customer's prior written consent is obtained in this regard.

b) If the Customer ceases the Service or Domain Name for any reason, the Customer remains liable to pay the Fees for the full period (the minimum period of hire for the Domain Name is one year and Domain Names are automatically renewed on a yearly basis).

c) As part of the Service, the Customer may be able to set up its own website(s). The Customer will be responsible for the material that it or anyone else puts on the Customer's website(s). The Customer must include contact details (e.g. email address) clearly on its website(s).

8. Access to and Preparing the Premises

8.1 The Customer agrees to prepare the premises and provide Etisalat with reasonable access to the premises.

8.2 The Customer shall, whenever required by Etisalat, ensure that Etisalat's authorized personnel are permitted to enter any premises occupied or controlled by the Customer at such time as may be specified by Etisalat and to remain on such premises for such period as may be required to carry out any inspection, repair or testing purposes relevant to the provision of the Service.

9. Misusing the Service

9.1 The Customer shall not use or utilise or allow the use or utilisation of the Service for:

9.1.1 Persistently sending messages causing any threat, harassment, annoyance, inconvenience or needless, anxiety to any person whosoever.

9.1.2 To spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.

9.1.3 Gaining or attempting to gain access to any computer systems connected to the Internet or to any private information or resources without the written approval of the owners or holders of the rights to such systems, information or resources.

9.1.4 Infringing any copyright or other intellectual property rights to any information or resources or posting any copyright material to any newsgroup, forum or mailing list without the explicit permission of the copyright holder.

9.1.5 Any criminal or unlawful purpose, such as but not limited to: vice, gambling or obscenity or for carrying out any activity which is contrary to the social, cultural, political, economic or religious values of the UAE.

9.1.6 Any purpose that is contrary to or conflicting with such regulatory rules or policies as is issued by Etisalat or other competent authority from time to time.

9.1.7 Posting or transmitting any message that is libelous, defamatory or which discloses private or personal matters concerning any person. The Customer shall not post or transmit any message, data, image or programme which is indecent, obscene or pornographic.

9.1.8 Posting or transmitting any message that is harmful, threatening, abusive or hateful. Etisalat reserves the right to take such action as it deems appropriate in cases where the Service is used to disseminate statements that are deeply and widely offensive and/or harmful.

9.2 The Customer agrees to take all reasonable steps to make sure that this does not happen. Violation to the above shall trigger legal remedies as well as disconnection of the Service and / or termination of the Agreement.

10. Conditions of Use

10.1 The Customer should be responsible for ensuring that access is limited to their employees and for permitted use at their premises only.

10.2 The Customer shall not be entitled to transfer the Service, assign or otherwise dispose of the Service without the prior written approval of Etisalat.

10.3 All VoIP Services that use the Public Internet are prohibited as per TRA VoIP policy. This includes but is not limited to the Service or any software or hardware that uses the Public Internet as a means of communication.

10.4. Public Internet Access Providers: The Customer may provide public internet access (wireless or fixed) free of charge or for a fee only if such Customer is subscribed to the solution from Etisalat, deployed for the identification of end-users in accordance with regulatory requirements.

11. Planned and Unplanned Outages

11.1 The Customer acknowledges that Etisalat cannot guarantee a fault-free Service and that the quality of Service may be affected by factors beyond the control of Etisalat. Etisalat does not guarantee that the Service will be available in all areas of the UAE at all times or that there will be no interruptions to the Service.

11.2 The Customer acknowledges that from time to time Etisalat may carry out maintenance or testing to its network, or rectify network breakdowns, or there may be unplanned outages for any reason which may cause interruption to the Service. Etisalat will use reasonable endeavours to promptly repair any faults within its network, and to minimise the period of any unplanned outage. The Customer acknowledges that Etisalat may change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service. Etisalat will endeavour to keep Service suspensions or disruptions to a minimum and shall, where reasonably practicable to do so, give the Customer advance notice.

12. Charges, Billing and Payment Charges

12.1 The Customer agrees to pay all the charges for the Service within the due date specified on the bill issued by Etisalat.

12.2 The Customer acknowledges their responsibility for all charges incurred in using the Service including those incurred without the knowledge or permission of the Customer.

12.3 The monthly rental Fee shall be billed monthly in advance and additional out of bundle or over limit charges, shall be billed monthly in arrears. Such bills may include other Etisalat services the Customer is utilising, together with past arrears and charges.

12.4 The monthly rental fees and other charges included will all be computed on a pro rata basis from the date of subscription until the date of the first bill. Thereafter, starting from the next bill cycle the full monthly rental will apply and the Customer will be given all the included units in the package.

12.5 Where the Customer terminates the Agreement before the expiry of the Minimum Term, the exit charges referred to in Clause 15.2. will apply.

Billing

12.6 Bills will be issued either electronically or in hard copy. Hard copies of bills will be available upon request.

12.7 The bill served shall be final and conclusive evidence for the amounts due by the Customer.

12.8 If a Customer fails to pay his bill within the period specified in 12.7, Etisalat may temporarily suspend service to the Customer, without prejudice to Etisalat's right to recover any amount which may be due at the time of suspension or which may accrue during the time of suspension.

Payment

12.9 Bills issued by Etisalat for the provision of the Service must be paid to Etisalat within 14 days of the date of such bill or by the second day of the month following the date on which the bill was rendered, whichever is the later.

12.10 Etisalat is entitled to suspend, disconnect or terminate any part or all of the Service and remove any Etisalat equipment from the Customer's premises in the event the Customer's payment is overdue, or if the Customer has exceeded their billed and/or unbilled credit limit. Failure to receive bills does not constitute a valid reason for non-payment.

12.11 Etisalat will endeavour to give the Customer warning prior to disconnection of the Service for non-payment of its bills or for exceeding the applicable credit limit and an opportunity to rectify the outstanding amount before disconnection.

12.12 Etisalat may collect a deposit or advance payment to cover the cost of the Service and apply a credit limit for out of bundle usage of the Service. Etisalat may carry out credit reference checks on the Customer as deemed necessary.

12.13 A request from the Customer to migrate a Service account or vary their subscription to the Service shall be deemed an authorization to Etisalat to transfer all its respective credits, dues and obligations in relation to the Service.

12.14 Etisalat reserves the right to revise the charges and billing practices for the Service. Subject to the provisions of this clause, where the charges for the Service are proposed to be increased, Etisalat will give a minimum of 28 days' notice to the Customer and provide the Customer an opportunity to terminate the Agreement without penalty before the price increase takes effect. If a discounted price or loyalty points/optional features have been supplied following the Customer subscribing to the Service, the relevant exit fee for the device or loyalty points/optional features will remain payable.

13. Disconnection and Termination of the Service by Etisalat

13.1. Etisalat may suspend or disconnect the Service and / or terminate the Agreement when there is an unpaid balance or dues from the Customer.

13.2 The Service shall be disconnected or terminated, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service, or by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Etisalat from furnishing the Service.

13.3 With the exception of the situations described in Clause 13.2, Etisalat will notify the Customer and (if applicable) give him/her the opportunity to rectify the situation prior to any suspension, disconnection or termination of the Service.

13.4 Etisalat shall recover any reasonable costs and expenses incurred in the implementation of such suspension or disconnection, and Etisalat may charge a fee to reactivate the Service. Etisalat will make available details of reconnection fees, if applicable, on its website.

14. Cancellation of Application for the Service

14.1. When the Customer cancels an application for the Service prior to the start of installation, Etisalat may collect such Fees as may be deemed appropriate by Etisalat to cover preliminary cost already incurred by Etisalat.

14.2. When installation of the Service (e.g. line plant, switching programming, equipment configuration) has started prior to the cancellation, a charge equal to the cost incurred by Etisalat may apply, but in no case shall such charge exceed the charge for the applicable installation charge. Installation is considered to have started when Etisalat incurs any expense in connection with the Customer's order that would not have otherwise been incurred.

15. Termination by the Customer

15.1 Customers may terminate the Agreement upon providing thirty (30) days' prior written notice to Etisalat.

15.2 In case the Agreement is terminated within the Minimum Term, the Customer shall pay for any benefits received during the Minimum Term (e.g. free installation, free modem, Domain Name registration, waiver of any monthly rental Fees) and one month's rental exit penalty plus, device(s) included in the package as, (AED 250 + 1st Bundled Device rental) x remaining months of the Minimum Term) + (AED 250 + 2nd bundled Device rental) x remaining months of the Minimum Term

15.3 For Additional Devices the exit charge is calculated as follows:

15.3.1 Where the Customer has subscribed to the 24 months payment term, for each Additional Device, monthly rental for the additional device x remaining months of the Minimum Term.

15.3.2 Where the Customer has subscribed to the 36 months payment term, for each Additional Device, monthly rental for the additional device x remaining months of the Minimum Term.

16. Customer's Responsibilities

16.1 The Customer shall pay Etisalat the monthly rental Fees and other Service charges on a timely basis as specified in the monthly bills.

16.2 The Customer is liable for the use of the Service made from the Customer's premises. Unauthorised attachments to or interference with the telecommunications equipment provided or authorised by Etisalat is not permitted.

16.3 The Customer is liable for the loss or damage, with or without their knowledge or permission, to any equipment at their premises that is owned by Etisalat.

16.4 The Customer shall pay to Etisalat on demand, the amount of damage, beyond fair wear and tear, to Etisalat's equipment. If any equipment shall suffer any fault or damages as a result of any act or omission, the Customer shall pay to Etisalat double the cost of repairs of such equipment and shall undertake in writing not to mishandle or abuse the equipment any further.

16.5 The Customer shall agree to comply with all applicable laws, rules and regulations in connection with the Service.

16.6 The Customer agrees to notify Etisalat if he moves or otherwise changes his or her address information or contact details.

16.7 The Customer shall protect the secrecy of any password assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. The Customer shall be fully responsible for and shall bear all charges, losses, damages arising from any use of his users' identification and/or password howsoever the same may arise.

16.8 The Customer shall at all times use only his own ID and password for accessing the Service. The Customer should change his password from time to time to ensure security.

16.9 The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service.

17. Etisalat's Responsibilities

17.1 Etisalat will carry out preliminary tests on the physical lines to ensure that Customer premises' area is enabled.

17.2 Etisalat reserves the right to disconnect or limit the Service when necessitated by conditions beyond its control, or when the Service is used in violation of the provisions of these Terms and Conditions, Etisalat's policies and procedures or the law.

17.3 Etisalat reserves the right to disconnect or limit the Service, or to impose requirements as required to meet changing or statuary rules and standards, or when such rules and standards have an adverse effect on the interest of Etisalat, as determined by Etisalat in its reasonable judgment.

17.4 Etisalat reserves the right to change Service parameters as deemed required to meet improvements, enhancements or expansion of the technology.

18. Limitation of Liability

18.1 Subject to the rest of the provisions in this Clause (Limitation of Liability), the liability of Etisalat (including its employees, agents or sub-contractors) to the Customer arising in connection with the Agreement under any legal construct shall be limited to: (a) per event or series of connected events, the amount of the Fees paid by the Customer and received by Etisalat in respect of the particular Service that is the subject matter of a claim in the 3 month period immediately preceding the event in which any such liability accrued, or where the particular Service at the time of the event of loss has been provided for a period of less than 3 months, three times the monthly rental Charge; and (b) a maximum aggregate liability in any 12 month period of 15% of the total amount of the Charges paid by the Customer and received by Etisalat during such 12 month period.

18.2 Etisalat shall not be liable to the Customer, or any User(s), for any loss of business, loss of business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill, business interruption, wasted expenditure or for loss of any other economic advantage however it may arise, or for data loss or data corruption, or for any indirect, punitive, special, incidental or consequential loss suffered by the Customer or any User(s).

18.3 Etisalat shall not be liable to the Customer or any User(s):

a. for temporary non-availability of Etisalat's Network;

a. for loss, late receipt or non-readability of any message or communication;

b. for any defects, malfunctions or delays connected in any way with the provision or use of Content;

c. for any order from third parties made by a Customer or User, using the Services;

d. for failure to provide a Service due to unforeseen reasons or reasons beyond the control of Etisalat; or

e. for unauthorized access to or theft, alteration, loss or destruction of the Customer's or any User(s) applications, Content, data, network or systems.

18.4 This Clause (Limitation of Liability) shall survive the premature cancellation, termination and/or expiration of the Services.

19. Services via Contact Centre/ "Etisalat 4me"/ IVR System

a) If the Customer subscribes to any of the Service through Contact Centre/"Etisalat 4me"/IVR System, this subscription shall be legal and binding on the Customer with immediate effect. Subscription implicitly means that the terms of the Agreement are acceptable.

b) The Customer shall be solely responsible for the correctness of all information available for the Contact Centre/"Etisalat 4me"/IVR System at the time of applying for subscription and when utilising the Service. Any such information shall be deemed legal and binding on the Customer.

c) Etisalat reserves the right to reject any subscription or access to the Service if it finds out that information provided by the Customer is incorrect/ inaccurate. The Customer shall then have no legal rights to claim such subscription or to apply for the Service.

20. Suggestions from subscribers

Etisalat welcomes suggestions from the Customer related to the introduction/development of the Service etc. However, the Customer shall be fully responsible for the genuineness of any such suggestions. Etisalat does not assure adoption/ enforcement of such suggestions nor does it pay any specific amount against enforcement of any suggestion (unless this is mutually and specifically agreed upon). Etisalat shall not be held responsible towards any third party for any claims arising out of any suggestions introduced or implemented at any time.

21. Amendments

21.1 Etisalat reserves the right to change, amend or reproduce these Terms and Conditions at any time during the term of the Agreement.

21.2 Etisalat will use reasonable efforts to notify the Customer of any such changes. Any changes to these Terms & Conditions, excluding price changes, shall be published on the Website and will be binding on the Customer from the date on which the updated Terms and Conditions are published.

21.3 The Customer can obtain a copy of these Terms and Conditions from any Etisalat Business Centre or by contacting Etisalat on 101 (from an Etisalat number or 800101 from a non-Etisalat number) or by using another contact method stated on Etisalat's website.

22. Force Majeure

22.1 Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, failures or fluctuations in electric power, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, act or restriction by governmental authorities or other act or any event that is outwith the reasonable control of the concerned Party (the "Force Majeure Event").

22.2 A Force Majeure Event shall be applicable in the event of:

a. a refusal or delay by a third person to supply a telecommunications service to Etisalat and where there is no alternative service available at reasonable cost; or

b. Etisalat being prevented by restrictions of a legal or regulatory nature from supplying a Service.

22.3 In such cases Etisalat will have no liability to the Customer for failure to supply the Service.

22.4 If the Force Majeure Event continues for more than 60 (sixty) days, either Party may terminate the individual Service affected by the Force Majeure Event without liability to the other Party.

23. Service Performance

23.1 Etisalat seeks to provide a high quality service, and shall use reasonable endeavours to resolve any quality of service issues that may arise.

23.2 Etisalat shall use reasonable endeavours to provide the Services subject to technical and commercial feasibility, and within any timeframes indicated to the Customer by Etisalat. However, the Customer acknowledges that all timeframes are estimates and except where explicitly stated in any applicable Service Level Agreement, Etisalat shall have no liability for any failure to meet such timeframes.

23.3 Except as expressly set out in this Agreement, Etisalat makes no warranties, representations, guarantees or conditions of any nature whatsoever, express or implied, including any warranty, representation, guarantee or condition of fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Etisalat Equipment, Etisalat Sold Equipment or the Services, and all warranties, representations, guarantees and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded.

23.4 The Customer acknowledges that speed and consistency are a function of the wider network architecture of the Internet itself. The Service is notguaranteed to be fault-free or un-interrupted. Etisalat is not responsible for any degradation of the Network and Etisalat shall bear no responsibility or liability in respect of any third party actions affecting the Network.

24. Customer Information and Privacy Policy

24.1 Before subscribing to the Service, the Customer must satisfy Etisalat's customer identification requirements.

24.2 Etisalat's Privacy Policy applies to the Service. A copy of the Privacy Policy is available on the Etisalat's website.

25. Governing Law and Dispute Resolution:

This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation shall governed by the laws of the UAE and the Parties submit to the exclusive jurisdiction of the courts of the UAE.

26. Assignment and Transfers

The Customer agrees that Etisalat may assign or transfer this Agreement or any of its rights or obligations under this Agreement to an Affiliate or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time. Etisalat shall notify the Customer of any such assignment or transfer.

The Customer's account is provided exclusively for use by the Customer. The Customer is not allowed to transfer the use of the Service to any third party. However in the event a necessity arises to transfer the Customer's account to any Affiliate such transfer shall be requested in writing (together with such supporting documents that Etisalat may reasonably require such as, a valid trade licence, other corporate documentation and/or supporting financial information on the new entity). The transfer of the Customer's account shall be done at the absolute discretion of Etisalat. In the event of Etisalat allowing the transfer of the Customer to a new person or entity the Customer shall settle all the amounts outstanding and may be required to provide an additional deposit before any such transfer.

27. Severance

If any provision of the Agreement (or part of any provision) becomes invalid, illegal or unenforceable, the validity and enforceability of the other provisions of the Agreement shall not be affected. In such circumstances the Parties shall negotiate in good faith to amend such provision such that as amended, it achieves as nearly as possible the same commercial effect, as the provision which is found to be invalid, illegal or unenforceable.

28. Waiver

Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall preclude or restrict the further exercise of that right or remedy.

29. Etisalat Contact Centre

The Customer may contact Etisalat to discuss the Service by calling 101 (from an Etisalat number, or 800101 from a non-Etisalat number) or by using one of the other contact methods stated on Etisalat's website.

30. Language:

In the event of inconsistency or discrepancy between the English language version and Arabic language version, the Arabic language version will prevail,