

3. Available Subscription Packages

iPhone 6 Plans					
	Postpaid Plans				Prepaid Plan 1GB Free for 3 Months**
	Plan 1	Plan 2	Plan 3	Plan 4 AED 600 Upfront Discount	
Device upfront (AED)	FREE			AED 2,149 (16GB) AED 2,549 (64GB) AED 2,949 (128GB)	AED 2,749 (16GB) AED 3,149 (64GB) AED 3,549 (128GB)
Monthly rental (AED)*	AED 200 (16GB)	AED 400 (16GB)	AED 450 (16GB)	AED 250	AED 99
Monthly data allowance	1GB	10GB	10GB	10GB	1GB
Minutes	50 Flexi	300 Flexi	1,000 Local	300 Flexi	
Contract period	24 Months	18 Months	18 Months	12 Months	No Contract

iPhone 6 Plus Plans					
	Postpaid Plans				Prepaid Plan 1GB Free for 3 Months**
	Plan 1	Plan 2	Plan 3	Plan 4 AED 600 Upfront Discount	
Device upfront (AED)	FREE			AED 2,549 (16GB) AED 2,949 (64GB) AED 3,349 (128GB)	AED 3,149 (16GB) AED 3,549 (64GB) AED 3,949 (128GB)
Monthly rental (AED)*	AED 225 (16GB)	AED 425 (16GB)	AED 475 (16GB)	AED 250	AED 99
Monthly data allowance	1GB	10GB	10GB	10GB	1GB
Minutes	50 Flexi	300 Flexi	1,000 Local	300 Flexi	
Contract period	24 Months	18 Months	18 Months	12 Months	No Contract

*Customer will pay additional rental per month of AED 25 for 64GB device model and AED 50 for 128GB device model.

**1GB/month is offered free for the first 3 months. AED 99 monthly charge will apply after the 3rd month.

Flexible minutes include local, international voice minutes and inbound roaming. For more information on the list of countries please visit etisalat.ae/newpostpaid

Terms and Conditions

iPhone 6 Plans

1. Introduction

- a. These terms and conditions ("Terms & Conditions") apply to the supply of all mobile telecommunications products and services under the new iPhone 6 offer (the "Service"), which includes any wireless telecommunications services provided by or through Emirates Telecommunications Corporation ("Etisalat"), including but not limited to voice, text, data (including content), and account administration.
- b. The application form, together with these Terms & Conditions, constitute an agreement (the "Agreement") between Etisalat and any party using the Service (the "Customer"). Upon signing the application form and/or subscribing to the Service by any other means provided by Etisalat, the Customer is deemed to have read, understood and accepted these Terms & Conditions.
- c. Only Etisalat issued subscriber identity module cards ("SIM Cards"), which are required to connect your wireless device to our telecommunications network, can be activated for use with the Service.
- d. Further details of the plans, offers and prices applicable to the Service as well as a copy of the application form and these Terms & Conditions are available on www.etisalat.ae (the "Website").

2. Commencement and Duration

- a. These Terms & Conditions are in full force and effect on and from the date on which the Customer submits a signed application form or otherwise completes the subscription or purchasing process with Etisalat and shall remain in force, unless terminated by either party, for the minimum commitment period (either 12 months, 18 months or 24 months) specified in the application form.
- b. The Service 'activation date' is the date on which the Service is activated by Etisalat and is available for use by the Customer. Etisalat will use reasonable efforts to notify the Customer when the Service has been activated.
- c. At the end of the relevant minimum commitment period, unless the Service has been terminated, the Service shall be automatically renewed on a monthly basis and the monthly rental rates for the selected mobile data package(s) will apply. The Customer may stop the Service from automatically renewing by giving written notice to Etisalat at least 30 days before the expiry of the relevant minimum commitment period.

3. Customer Obligations

- a. The Customer acknowledges that they have familiarised themselves with all terms and conditions applicable to the Service, including in relation to prices and the benefits provided to the Customer, and agrees to be bound by and comply with the same.
- b. The Customer acknowledges that they are aware of any additional costs that may be payable for additional benefits or services not included with the Service.
- c. The Customer acknowledges that the Service is provided for his/her personal use only and will not resell or transfer the Service to any third party without Etisalat's prior express consent.

- d. The Customer will not use the Service:
 - i in a way which violates the laws of the UAE or which infringes the rights of Etisalat or any third party;
 - ii to send, knowingly receive, upload, download or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of any intellectual property rights, confidentiality obligation, privacy or other rights which are liable to incite racial or religious disharmony or hatred, or which comprises a virus or other material that may cause loss or damage to Etisalat or a third party;
 - iii to send or procure the sending of any advertising or promotional material ('spam'); or
 - iv in a way that may adversely affect or monopolise Etisalat's network.
- e. Any use of voice over internet protocol ("VoIP") may only be carried out in accordance with the laws and regulatory framework in the UAE.

- f. Any breach of Clauses 3(a) to 3(e) may lead to the Service being suspended / disconnected or terminated in accordance with Clause 8. Etisalat may also take any further action permitted by the laws of the UAE.
- g. The Service is offered for the Customer's reasonable use. Excessive use of the Service beyond that which in Etisalat's reasonable opinion is normal and reasonable and which may potentially negatively impact the quality of service available to other customers may result in Etisalat taking measures including:
 - i throttling the Service; and / or
 - ii suspending / disconnecting or terminating the Service in accordance with Clause 8.

4. Planned and Unplanned Outages

- a. The Customer acknowledges that Etisalat cannot guarantee a fault-free Service and that the quality of service may be affected by factors outside of 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 or interference to the Service.
- b. The Customer acknowledges that from time to time Etisalat may carry out maintenance or testing of its network and that there may be unplanned outages, both of which may cause disruption to the Service.
- c. During both planned and unplanned outages, Etisalat will try to keep the period of disruption to a minimum.
- d. During planned and unplanned outages, the Customer will remain liable for any fees that may be payable during such periods.

5. Charges, Billing & Payment

Charges

- a. The Customer agrees to pay all charges applicable to the Service, whether or not the Customer uses the Service and including those incurred without the knowledge or permission of the Customer.

- b. A one-time charge of AED 125 applies for providing the Customer with a new mobile data connection.
- c. The out of bundle rate is AED 1 per 1 MB for all of the Service packages.
- d. If the Customer cancels the Service before the expiry of the relevant minimum commitment period, or if Etisalat cancels the Service in accordance with Clause 8, exit charges will apply. For details of the applicable exit charges please refer to the webpage www.etisalat.ae/iphone6.
- e. In case customer is willing to port out handset full price needs to be paid, else the service will be suspended
- f. All other charges that apply to the Service are set out on the Website and are available from any Etisalat Business Centre and the Etisalat Contact Centre.
- g. Unless agreed otherwise, all charges for prepaid services are to be paid in advance.

Billing

- h. For postpaid subscriptions, Etisalat will issue a bill to the Customer on a monthly basis. Bills will be issued by Etisalat in electronic format. Hard copies of bills are available upon request through Etisalat Contact Centres or by calling 101.
- i. The Customer acknowledges that sometimes there may be a time delay before certain charges appear on a bill, especially in the event of usage of the Service while roaming outside the UAE, when the charging will be dependent on the charges claimed by the roamed network. The Customer will be charged for incoming and outgoing usage whilst roaming.
- j. The Customer must notify Etisalat of any dispute concerning a bill within 45 days from the date of issue of such bill. Otherwise, the Customer is deemed to have accepted the bill.

Payment

- k. The Customer agrees to pay all charges for the Service within the timeframe and using one of the payment channels specified in the bill issued by Etisalat. If no timeframe is specified in the bill, the Customer must make a payment to Etisalat within 6 days of the date of the bill or by the second day of the month following the date on which the bill was rendered, whichever is later.
- l. Etisalat has the right to suspend, disconnect or terminate any part or all of the Service in the event that the Customer's payment is overdue or any applicable credit limit is exceeded. If the Service is offered as part of a bundle, Etisalat may suspend or disconnect any part or the whole of the bundle.
- m. During any period of suspension or disconnection of the Service, the Customer will remain liable to pay the outstanding charges and any ongoing charges, such as monthly rental charges, until the Service is terminated or, if applicable, the end of the minimum commitment period, whichever occurs first.

6. Customer Credit, Advance Payments & Deposits

- a. For postpaid subscriptions, Etisalat may limit the usage by providing a credit limit to the Customer; or may require the Customer to pay an advance payment or deposit on the Customer account without limiting the period the advance payment or deposit is retained by Etisalat (but in no case to exceed the period of the relevant term for those postpaid subscriptions or until either any monies outstanding under the Customer account are fully settled).
- b. The Customer shall be entitled to use the Service up to the applicable credit limit. Etisalat may suspend the use of the Service in case the Customer exceeds the credit limit. The Service will be restored in the event of suspension where the Customer promptly makes payment to set-off the credit limit.
- c. Deposits may be requested before the Service is restored following suspension or disconnection.

7. Customer Information & Privacy

- d. Before subscribing to a Service, the Customer must satisfy Etisalat's customer identification requirements.
- e. Etisalat's Privacy Policy applies to the Service. Where there is any discrepancy between the terms of this Clause 7 and the terms of the Privacy Policy, the Privacy Policy shall prevail. A copy of the Privacy Policy is available on the Website.

8. Suspension, Disconnection or Termination by Etisalat

- a. Subject to applicable laws and regulations Etisalat may suspend / disconnect or terminate immediately the use of part or all of the Service and/or the Agreement, with or without notice and without exposing itself to any liability, at any time, in the event that:
 - i Etisalat has reasonable grounds to consider that:
 - (A) the Customer has breached any provisions of the Agreement; or
 - (B) unusual usage or fraudulent activity has occurred on the Customer's account;
 - ii the Customer fails to pay any charges that fall due within the relevant timeframe;
 - iii Etisalat is required to do so under any applicable laws or regulations, or under any other regulatory requirements, or upon request by Government or regulatory or security or other competent authorities, or is required by necessity of an emergency situation;
 - iv the operations, security or efficiency of a Service is impaired by the Customer's use of the Service or Customer equipment connected to the Service; and / or
 - v in the event the circumstances set out in Clause 4(b) are applicable, Etisalat may suspend the Service.
- b. In the event of suspension of the Service due to the foregoing reasons, all charges shall remain applicable during the period of suspension. Further, Etisalat shall have the right to 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. Any fees payable in relation to the suspension / disconnection or reconnection of the Service will be stated on the Website.
- c. Etisalat may also, at its discretion, terminate the Service

and/or the Agreement upon providing the Customer 30 days' notice in writing. In such an event, the Customer shall not be liable for any exit charges.

- d. 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.

9. Termination by the Customer

- a. The Customer may terminate and deactivate the Service during the relevant minimum commitment period upon providing Etisalat with 30 days' prior written notice or such shorter notice period as stipulated by Etisalat. In the event that the Customer terminates the Service prior to the expiry of the minimum commitment period, exit charges (referred to in Clause 5(d)) will apply.
- b. After the relevant minimum commitment period has expired, the Customer will have the option, upon giving Etisalat written notice, to terminate the Service at any time without paying any exit charges.
- c. The Customer acknowledges that, upon receipt of the Customer's termination notice, it may take Etisalat up to 30 days to terminate the Customer's account.

10. Liability and Indemnity

- a. The Customer is liable for and shall indemnify Etisalat against any loss or damage to Etisalat's network or equipment resulting from the Customer's negligent action, inaction or omission or use of any equipment, products or programs which are not approved or used in a manner approved by Etisalat.
- b. Etisalat shall not be liable to the Customer for loss of profit, loss of opportunity, data loss or data corruption or for indirect, punitive, special, incidental or consequential loss or otherwise for any costs, expenses, damages or liabilities suffered by the Customer:
 - i as a result of or in connection with the Customer's use of the Service;
 - ii where there is any delay in providing, activating or restoring the Service; or
 - iii for any loss or damage occasioned by the total or partial interruption to or disconnection of the Service.
- c. Etisalat's liability for direct damages (except in relation to personal injury and death) is limited to AED 5,000 per incident and is capped at AED 10,000 for any number of incidents in any 12 month period.

11. Changes made by Etisalat

- a. Etisalat may make changes to the Service (including withdrawal of products and / or services), to its prices, or to these Terms & Conditions at any time during the term of the Agreement.
- b. Etisalat will use reasonable efforts to notify the Customer of any changes. Any changes to these Terms & Conditions, excluding price changes, shall be published on the Website and will be binding on the Parties from the date on which the change is published.
- c. Etisalat will give the Customer 28 days' notice of increases to its prices; during this period the Customer has an opportunity to cancel the affected Service(s), without penalty before any applicable price increase

takes effect. If the Customer continues to use the Service after any change is effective, the Customer will be deemed to have accepted the change.

12. Changing the Service

The Customer may elect to switch between Service packages by giving notice to Etisalat. Any charges for switching packages will be stated on the Website.

13. Governing Law and Dispute Resolution

- a. The Agreement is governed by the laws of the United Arab Emirates.
- b. In the event of any dispute, the parties agree to submit to the exclusive jurisdiction of the UAE courts.
- c. All legal notices served by the Customer in relation to the Service shall be in writing and sent to Head of Contracts Department, Etisalat, P.O. Box 3838, Abu Dhabi, UAE.

14. Etisalat Contact Centre

The Customer may contact Etisalat to discuss the Service by calling 101 or by using one of the other contact methods stated on the Website.