

Terms and Conditions

Smartphone offering

1. Introduction

- a. These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

2. Definitions

Any capitalised terms that are not defined in this Clause 2 have the meaning given to them in the General T&Cs (Consumer).

- a. "Agreement" means the entire contractual agreement between Etisalat and the Customer, comprising of the constituent parts set out in Clause 3 of the General T&Cs (Consumer).
- b. "Customer" means the person who purchases or subscribes to the Service.
- c. "Etisalat" means Emirates Telecommunications Corporation and any of its wholly-owned subsidiaries.
- d. "General T&Cs (Consumer)" means Etisalat's general terms and conditions for consumer (i.e. non-business) products and services which are published on Etisalat's website and are available through the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- e. "Minimum Term" has the meaning given to it in Clause 4(b).
- f. "Service" means the postpaid mobile service incorporating a Smartphone device, as described in more details in Clause 3.

3. SERVICE DESCRIPTION

The Service is a postpaid mobile telecommunications service made available to the Customer by using a SIM card issued by Etisalat. The Customer may use the Service throughout the UAE and, subject to conditions, in other countries. The Service may be used for voice calls, SMS and mobile data usage. The Service includes the provision of one smartphone device such as for example Apple iPhone 6s (the "Smartphone") along with its warranty policy.

4. Commencement & Duration

- a. The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date").
- b. The minimum commitment period for a subscription ("Minimum Term") that applies to the Agreement is stated in the application form. The Service may have a Minimum Term of one (1) month, 12, 18 or 24 months.
- c. At the end of the relevant Minimum Term, 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 Term.

- d. Any applicable Minimum Term starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").

5. Customer Obligations & Restrictions

Please see Clause 8 of the General T&Cs (Consumer) for the provisions governing the Customer obligations and restrictions that apply to the Service.

6. Etisalat's Obligations

Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

7. Charges, Billing & Payment

- a. A one-time charge of AED 125 applies for providing the Customer with a new mobile data connection.
- b. The out of bundle rate is AED 1 per MB for all of the Service packages.
- c. All other Charges and Smartphone tariff plans that apply to the postpaid Service are set out on Etisalat's website (www.etisalat.ae) and are available upon request by using any of the communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- d. Please see Clause 15 of the General T&Cs (Consumer) for the other charges, billing and payment provisions that apply to the Service.

8. CUSTOMER CREDIT, Advance Payments & Deposits

- a. A request from the Customer to migrate a Service account or vary their subscription to the Service shall be deemed to be an authorisation to Etisalat to transfer all of the Customer's credits, dues and obligations in relation to the Service to the new account or to apply them to the varied subscription.
- b. Please see Clause 16 of the General T&Cs (Consumer) for the other customer credit, advance payment and deposit provisions that apply to the Service.

9. Suspension, Disconnection OR TERMINATION BY ETISALAT

Please see Clause 19 of the General T&Cs (Consumer) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.

10. Termination by the Customer

- c. If the Customer wishes to terminate the Service, he/she must give Etisalat (30) days' prior written notice or a shorter notice as stipulated by Etisalat.
- d. The Customer acknowledges that, upon receipt of the Customer's termination notice, it may take up to (30) days to terminate the Customer's account.
- e. Where the Customer elects to terminate the Service before the expiry of the relevant Minimum Term, early termination charges may apply. The amount of the early termination charges depends on the Smartphone device model, service plan and payment plan selected by the Customer, and the number of months remaining

until the end of the applicable Minimum Term. The details of the early termination charges are published on the Digital Channels and/or are available through other communication channels used by Etisalat.

11. Warranty

- a. The subsidized Smartphone is neither returnable nor exchangeable except within the limits of the terms and conditions of the Smartphone warranty policy.
- b. Any unauthorized modifications and/or alterations to the Smartphone's software may constitute a violation of the Smartphone software license agreement, and the inability to use the Smartphone due to such unauthorized software modifications is not covered under the warranty provided in Clause 12 of the General T&Cs (Consumer) or the Smartphone warranty terms and conditions.
- c. Use of the Smartphone constitutes acceptance of the Smartphone terms and conditions and other third party terms and conditions that are currently available at the websites of the relevant Smartphone producers (such as for example <http://www.apple.com/legal>) and/or are available within the Smartphone packaging and/or have been notified through other communication channels used by Etisalat.

12. LIMITATION OF LIABILITY

Without prejudice to Clause 21 of the General T&Cs (Consumer), Etisalat shall in no circumstance be liable to the Customer (or to any third party) for any direct or indirect loss or damage which may arise in relation to the Smartphone except as provided in Clause 12 of the General T&Cs (Consumer) and the Smartphone warranty terms and conditions.

13. CONTACTING Etisalat

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms) and the General T&Cs (Consumer), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 30 of the General T&Cs (Consumer).

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.