

Terms and Conditions

Business Devices

1. INTRODUCTION

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

- (a) "Agreement" means the entire contractual agreement between Etisalat and the Customer in relation to the Service, comprising of those constituent parts listed in Clause 2.1 of the General T&Cs (Business).
- (b) "Customer" means the person / entity who purchases or subscribes to the Service.
- (c) "Device" means a mobile handset, tablet, laptop, desktop computer, printer or any other device as may be offered from time to time by Etisalat and purchased by the Customer under the Agreement.
- (d) "Etisalat" means Emirates Telecommunications Corporation and any of its wholly-owned subsidiaries.
- (e) "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services which are published on Etisalat's website, and are available through the other communications channels referred to in Clause 34 of the General T&Cs (Business).
- (f) "Minimum Term" has the meaning given to it in Clause 4(b).
- (g) "Service" means the Business Smart Pay service, as described in more details in Clause 3.

3. SERVICE DESCRIPTION

- (a) Business Smart Pay is a service that allows Etisalat's customers with a post-paid line to purchase various Devices from Etisalat, either by paying upfront or in twelve (12), eighteen (18), twenty four (24) or thirty six (36) monthly instalments, as applicable.
- (b) For the avoidance of doubt, this Agreement applies in addition to any terms and conditions that govern the provision by Etisalat to the Customer of the post-paid line with which this Service is associated.

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) Where the Customer subscribes to an instalment plan, the Agreement has a minimum term corresponding to the duration of that plan (i.e. twelve (12), eighteen (18), twenty four (24) or thirty six (36) months, as applicable) ("Minimum Term"), which starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

Please see Clause 6 of the General T&Cs (Business) 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. WARRANTY

- (a) Please see Clause 9 of the General T&Cs (Business) for the warranty provisions that apply to the Devices purchased by the Customer under the Agreement. The warranty period for Devices range from one year to five years based on the device purchased by the Customer.
- (b) The Customer must at all times comply with the terms and conditions of the applicable manufacturer's warranty or extended warranty plan that the Customer may have obtained on the purchase of the Device. The provider of the warranty is responsible for any warranty claims that the Customer may have and the Customer must approach the provider of the warranty directly in case of any such claims. Etisalat is not responsible for any warranty claims or the replacement or repair of Devices.
- (c) The Customer is responsible for any misuse, loss or damage to the Device except if such loss or damage is: (i) caused by Etisalat or its authorised subcontractor; or (ii) due to a manufacturing or design fault.
- (d) The legal ownership of the Device remains with Etisalat and will not pass from Etisalat to the Customer until the Customer has paid the price of the Device in full (including any early termination charges, where applicable).

8. CHARGES, BILLING & PAYMENT

Please see Clause 12 of the General T&Cs (Business) for the charges, billing and payment provisions that apply to the Service. The Service will be billed to the Customer through the account for the post-paid line with which the Service is associated.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

Please see Clause 13 of the General T&Cs (Business) for the customer credit, advance payment and deposit provisions that apply to the Service.

10. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

Please see Clause 17 of the General T&Cs (Business) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.

11. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, the Customer must give Etisalat 30 days' prior written notice.
- (b) 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.
- (c) If the Customer elects to terminate the Service before the end of the Minimum Term (as applicable), the early termination charge payable by the Customer to Etisalat is calculated as follows: applicable monthly instalment x the number of months remaining until the end of the Minimum Term.

12. TERMINATION OF THE ASSOCIATED POST-PAID LINE ACCOUNT

Unless agreed otherwise between Etisalat and the Customer, where Etisalat or the Customer terminates the post-paid line account through which the Service is billed, the Service will be deemed to be terminated as well and Clause 11(c) of these Service Specific Terms and Clause 12(3) of the General T&Cs (Business) will apply accordingly.

13. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 34 of the General T&Cs (Business).