

# Terms and Conditions

## Business Devices - Smartphones

### 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

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)

Customer" means the person / entity who purchases or subscribes to the Service

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

Etisalat" means Emirates Telecommunications Corporation and any of its wholly-owned subsidiaries

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)

Minimum Term" has the meaning given to it in Clause 4(b)

Service" means the Business Smart Pay service, as described in more details in Clause 3

### 3. SERVICE DESCRIPTION

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

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

The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date")

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

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

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

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

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

If the Customer wants to terminate the Service, the Customer must give Etisalat 30 days' prior written notice

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

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)

# Terms and Conditions

## iPhone for Life (Business)

### 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, comprising of the constituent parts set out in Clause 2.1 of the General T&Cs (Business).
- (b) "Customer" means the person / entity who purchases or subscribes to the Service.
- (c) "Etisalat" means Emirates Telecommunications Corporation and any of its wholly-owned subsidiaries.
- (d) "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).
- (e) "Minimum Term" has the meaning given to it in Clause 4(d).
- (f) "New Smartphone" means a new Apple iPhone device that the Customer may upgrade to from the Old Smartphone.
- (g) "Old Smartphone" means the existing Apple iPhone device obtained by the Customer from Etisalat with their subscription to a Smartphone Plan.
- (h) "Service" means the iPhone For Life (Business) service, as described in more detail in Clause 3.
- (i) "Smartphone Plan" means an Etisalat instalment plan for a smartphone device which the Customer subscribes to as an 'add-on' to Etisalat's mobile postpaid services for businesses (Business Ultimate; New Business Ultimate; Business Smartpay; or such other mobile postpaid service for businesses as Etisalat may include from time to time).

### 3. SERVICE DESCRIPTION

iPhone for Life (Business) is a service that entitles eligible Customers subscribed to a Smartphone Plan with an Old Smartphone to upgrade to a New Smartphone in accordance with the terms of this Agreement (the "Service"). The Service does not include the purchase of AppleCare+ or other Apple support products and services for iPhone. The AppleCare+ and any other Apple support products and services for iPhone shall be purchased separately.

### 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 term of the Agreement starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date") and will continue to be in force:
  - i. For the remaining period of the existing relevant Smartphone Plan;
  - ii. Until the Customer upgrades the Old Smartphone to the New Smartphone under this Service; or
  - iii. Until it is terminated by one of the parties; whichever is earlier.
- (c) Termination of the subscription to the existing Smartphone Plan will terminate this Service.
- (d) This Agreement does not have a minimum commitment period ("Minimum Term").

### 5. CUSTOMER OBLIGATIONS & RESTRICTIONS

- (a) The Customer will be solely responsible for removing all data, including personal and confidential data and device locks from the Old Smartphone prior to upgrade to the New Smartphone.

- (b) It is the Customer's sole responsibility to back-up any files or data from the Old Smartphone that the Customer wishes to retain after upgrade of the Old Smartphone. Etisalat does not provide data recovery service as a part of the Service. Etisalat shall not be liable for any lost or disclosed files or data or content whatsoever.
- (c) The Customer shall be responsible for removing the SIM card from the Old Smartphone. Etisalat shall not be responsible for any costs arising from the Customer's failure to remove the SIM card or any memory card.
- (d) The Customer acknowledges that he/she is the owner of the Old Smartphone.
- (e) The Customer shall make sure not to have security software that will block access to the Old Smartphone.
- (f) Please also 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. CHARGES, BILLING & PAYMENT

- (a) The upgrade to the New Smartphone is provided by Etisalat to the Customer free of charge, if the Customer completed at least the initial 12 month period of the Smartphone Plan.
- (b) If the Customer has not completed the initial 12 month period of the Smartphone Plan, and elects to upgrade to the New Smartphone, an upgrade charge will apply. The upgrade charge will be calculated as follows: monthly instalment charge of the Smartphone Plan x the number of months remaining to complete the initial 12 month period.

### 8. 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.

### 9. ELIGIBILITY

- (a) In order to be eligible for the Service, the Customer shall be subscribed to the Smartphone Plan with Apple iPhone device purchased from Etisalat on an instalment period of 18 months or longer.
- (b) The Customer may opt in to the Service by submitting an application form at Etisalat outlets or through other means specified by Etisalat.
- (c) Unless communicated by Etisalat otherwise, the Customer may only upgrade to the latest model of Apple iPhone offered by Etisalat; and the Old Smartphone shall be the preceding model of Apple iPhone. The details on the eligible models of Old Smartphones and New Smartphones will be specified by Etisalat at the time of exchange.
- (d) The Customer is not eligible for upgrade if the Customer's Old Smartphone is lost or stolen or otherwise unavailable for submitting to Etisalat at the time of upgrade.

### 10. UPGRADE GUIDELINES

- (a) Subscribing to the Service does not automatically lead to an upgrade to the New Smartphone. In order to upgrade to the New Smartphone, the Customer shall contact Etisalat at Etisalat outlets or through other means specified by Etisalat and request the upgrade to the New Smartphone. The Customer will be obliged to submit to Etisalat the Old Smartphone as part of the upgrade.
- (b) The Customer is required to return the Old Smartphone at specified Etisalat outlets.

- (c) The upgrade to the New Smartphone is subject to availability of stock. The Customer may choose the New Smartphone's colour, and capacity subject to availability of stock. The Customer may also choose to upgrade to a new Smartphone Plan. The details of the eligible new Smartphone Plans will be specified by Etisalat at the time of exchange.
- (d) The Old Smartphone must have the same device model, capacity and International Mobile Equipment Identity (IMEI) number as the Apple iPhone device purchased through Etisalat with the Smartphone Plan.
- (e) Etisalat will evaluate the Old Smartphone's condition. The Old Smartphone can be accepted by Etisalat only if it is in a good condition. It is Etisalat's full discretion to consider whether an Old Smartphone is in a good condition or not, and may request proof of purchase or additional information at its discretion. In order to consider whether an Old Smartphone is in a good condition, Etisalat will review in particular whether:
  - i. It is possible to switch on the Old Smartphone and have access to the Old Smartphone's IMEI number by pressing \*#06# (the IMEI should match the Old Smartphone originally purchased).
  - ii. The Old Smartphone functions normally, for example, it is capable of making and receiving calls and connecting to the Internet and the touchscreen functions properly.
  - iii. The Old Smartphone is free from physical damage, except for normal wear and tear (for example, it does not have liquid damage, a cracked or discoloured display or casing, connector damage or faulty or broken SIM card reader).
  - iv. The Old Smartphone is provided with a fully functioning battery.
  - v. The Old Smartphone is not missing any parts or does not have disassembled, customised or non-original parts.
  - vi. All activation and locking features of the Old Smartphone have been disabled (e.g. Find My iPhone or similar features on iOS 7+ devices).
  - vii. The SIM card has been removed from the Old Smartphone.
  - viii. The memory card (if any) has been removed from the Old Smartphone.

### 11. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

- (a) Notwithstanding anything else in this Agreement, Etisalat may terminate the Service at any time and for any reason and will provide the Customer a notice thereof.
- (b) In addition, 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.

### 12. TERMINATION BY THE CUSTOMER

- (a) Termination of the subscription to the existing Smartphone Plan will terminate this Service.
- (b) If the Customer wants to terminate the Service, he/she must give Etisalat prior written notice.
- (c) There are no exit charges for termination of the Service but exit charges may apply in relation to the termination of the existing Smartphone Plan (please see applicable service specific terms).
- (d) The Customer is not required to terminate the Service if he/she does not wish to use the option to upgrade the Old Device to a New Smartphone during the instalment period of the Smartphone Plan.

### 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).