

Terms and Conditions

Business TV

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. "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. "IPTV" means Internet Protocol Television.
- f. "Minimum Term" has the meaning given to it in Clause 4(b).
- g. "Service" means the Etisalat Business TV service, as described in more details in Clause 3.

3. SERVICE DESCRIPTION

The Etisalat Business TV service is an IPTV service provided over set-top boxes (STB). The Service is primarily available to the SMB and Enterprise segments in the UAE and is offered as a standalone service, based on an "a la carte" package/predefined packages made available by Etisalat from time to time.

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 Agreement has a minimum term of twelve (12) months ("Minimum Term"), which starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date") or the date on which the Customer first uses the Service, whichever is earlier.

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

In addition to the Customer obligations and restrictions stipulated in Clause 6 of the General T&Cs (Business), the following Customer obligations and restrictions apply to the Service:

- a. The Customer shall subscribe to Business TV basic package as a prerequisite to purchasing any premium packages.
- b. The Customer must be a business customer, i.e. a corporate or government entity and not a natural person.

- c. Provision and installation of in-building cabling from the Etisalat telecom room to the point of service installation is the Customer's responsibility at the Customer's own cost.
- d. Other technical connections, network infrastructure, media servers, cabling and fibre links, within the Customer's premises (cabling ready to the end point) is required to be provided and installed by the Customer at their own cost in order for Etisalat to provide the Service.
- e. The Customer shall be responsible for providing, configuring and maintaining suitable cabling distribution system within the Customer's premises.
- f. The Customer shall designate and maintain an authorised system administrator responsible for administering and maintenance of the Customer's Equipment.

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. Please see Clause 12 of the General T&Cs (Business) for the charges, billing and payment provisions that apply to the Service, unless specified otherwise in these Service Specific Terms.
- b. All charges and fees for the Service are specified in the proposal overleaf.
- c. Rental charges are billed annually in advance unless specified otherwise by Etisalat. The bill shall include the following information:
 - Total Charges for IPTV setup;
 - total Charges for annual Service delivery;
 - total Charges for premium IPTV content; and
 - one-time Charges for upgrade, downgrade, as applicable.
- d. All charges for the particular package selected for the Service will be charged to the Customer on an annual basis and shall be collected in advance.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- a. Please see Clause 13 of the General T&Cs (Business) for the customer credit, advance payment and deposit provisions that apply to the Service unless specified otherwise in these Service Specific Terms.
- b. No refund or credit back shall be given to the Customer in case of early termination of the Service.
- c. At the time of subscribing to the Service, the Customer shall make the following payments in advance:
 - One (1) year contract value or value for the specified duration of the contract;

- Rental charges for the Service delivery and premium content services.

9. OTHER PROVISIONS

The following provisions also apply to the Service:

- a. The package composition selected by the Customer and licensed from the content providers cannot be discontinued by the Customer during the term of the Agreement.
- b. New channels may be added but these will be treated as an add-on to the existing package and may be billed separately.
- c. At the time of renewal, the Customer can modify the TV channels selected and if possible, renegotiate the subscription charges. In this case, the old rate will no longer be applicable and a new rate plan will be applied.
- d. The terms and conditions of redistribution of the channels within the hotel rooms and public viewing areas will be governed by the terms and conditions stipulated in the separate contract for the Service that is signed between the hotel and content provider on behalf of Etisalat.
- e. Etisalat decoder may be required to access the Service.
- f. Ownership of a decoder leased to Customer remains with Etisalat and the decoder (together with all accessories supplied with the decoder) must be returned to Etisalat on termination of the Service.
- g. Copyright: Product services, TV channel packages, all forms of content created or acquired and/or distributed by Etisalat including directories are the intellectual property of Etisalat and the copyright is vested in the Emirates Telecommunications Corporation. These contents may not be reproduced, redistributed or resold without prior written permission from Etisalat. Etisalat cannot accept any liability for errors, omissions, misplacements or other irregularities in the listing of directory contents. No auxiliary binder or folders may be used without permission and no advertising labels or stickers may be affixed to a directory.
- h. Programmes and channels: TV packages/channels selected by customers may be changed by Etisalat without notice.
- i. Services via Etisalat Contact Centre/Etisalat Online Services/IVR System/TV screen menu:
 - If a Customer subscribes to any of the services through Contact Centre/Etisalat Online Services/IVR System/TV screen menu, this subscription shall be legal and binding on the Customer with immediate effect. Subscription implicitly means that the terms and conditions of Etisalat are acceptable to the Customer.
 - The Customer shall be solely responsible for the correctness of all information available for the Contact Centre/Etisalat Online Services/IVR System/TV screen menu at the time of applying for the subscription and when

utilising any of the provided services. Any such information shall be deemed legal and binding on the Customer.

- j. Etisalat reserves the right to reject any subscription or access to any of the services available 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.
- k. Television content: With many hundreds of TV channels available in the various packages offered under Cable TV (E-Vision) or Business TV services, Etisalat may, under prescribed guidance, monitor the content presented and at times block or censor images or audio that are considered inappropriate under local standards. Customers are nonetheless advised to further monitor TV content for their own preferences and utilise the available PIN-based parental control features included in the TV set-top boxes provided. Additional advice on TV content is available on request.

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 thirty days (30) prior written notice.
- b. The Customer acknowledges that, upon receipt of the Customer's termination notice, it may take up to thirty (30) days to terminate the Customer's account.
- c. In the event that the Customer terminates all or any part of the Service before the expiry of the Minimum Term, the Customer shall be obliged to pay to Etisalat an early termination Charge equal to the rental and other charges that would otherwise be payable by the Customer if the Customer utilised the Service until the end of the Minimum Term.

12. 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).