

Terms and Conditions

New Postpaid

1. New Postpaid Service

- a) These terms and conditions shall govern the supply of all telecommunications products and services under the new postpaid product (the "Service") by and between Emirates Telecommunications Corporation ("Etisalat") and any party using the Service (the "Customer"). These terms and conditions constitute an agreement between Etisalat and 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 and conditions.
- b) Further details of the plans, offers and prices of the Service, are published at etisalat.ae (the "Website").

2. The Service Provided

- a) Etisalat will provide the Service subject to this agreement.
- b) The Customer acknowledges they have made the effort to familiarise themselves with all the terms and conditions of the Service being purchased. This includes details of the prices and the benefits provided under the Service as stipulated on the Website. In particular the Customer is aware of the cost of any additional benefits and/or services over and above those allocated under the Service, and/or the list of countries included in the international add-ons.
- c) The Customer only has the right to use and does not have any ownership rights in any mobile phone number allocated by Etisalat. Etisalat reserves the right to change an allocated Customer number for technical, operational, legal or other reasons. The SIM card provided with the Service or already in the possession of the Customer shall remain the property of Etisalat and the Customer is only entitled to use the SIM card provided for the purpose of utilising the Service and/or any other services provided by Etisalat.
- d) The Customer acknowledges that fair use restrictions and limitations may apply to elements of the bundle, as stipulated on the Website.

3. Network Interruptions

- 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 interferences to the Service.
- b) The Customer acknowledges that from time to time Etisalat may carry out maintenance or testing to its network, or rectify network breakdowns, or there may be unplanned outages for any reason which may cause interruption to the Service. Etisalat will use reasonable endeavours to promptly repair any faults within its network, and to minimise the period of any unplanned outage.
- c) The Customer acknowledges that Etisalat may change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service.
- d) Etisalat will endeavour to keep Service suspensions or disruptions to a minimum and shall give the Customer advance notice if reasonably practicable, as determined solely by Etisalat.

4. Billing

- a) Etisalat shall render a monthly bill to the Customer, which may include other services the Customer is utilising, together with past arrears and charges.
- b) The Customer agrees to pay all the charges for the Service within 6 days from the date of the bill issued by Etisalat, or by any later due date specified on the bill.
- c) Etisalat has the right to suspend or terminate any part or all of the Service in the event the Customer's payment is overdue, or if the Customer has exceeded their billed and/or unbilled credit limit. Etisalat also has the right to re-allocate the Customer's mobile phone number if payment is not received.
- d) The monthly rental fees and the free minutes, SMS and data included will all be computed on a pro rata basis from the date of subscription until the date of the first bill. Thereafter, starting from the first bill cycle the full monthly rental will apply and Customers will be given all the included units in the package.
- e) The Customer acknowledges their responsibility for all charges incurred in using the Service including those incurred without the knowledge or permission of the Customer.
- f) Etisalat may collect a deposit or advance payment to cover the cost of the Service and apply a credit limit for out of bundle usage of the Service. Etisalat may carry out credit reference checks on the Customer as deemed necessary.

- g) Etisalat will give the Customer warning prior to disconnection of the Service for non-payment of its bills or for exceeding the applicable credit limit and an opportunity to rectify the outstanding amount before disconnection. Where a reconnection fee is applicable, Etisalat will make available the details of such fees on its Website.
- h) 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 its respective credits, dues and obligations in relation to the Service.
- i) Etisalat reserves the right to revise the charges and billing practices for the Service. Subject to the provisions of this clause, where the charges for the Service are proposed to be increased, Etisalat will give a minimum of 28 days' notice to the Customer and provide the Customer an opportunity to terminate the contract without penalty before the price increase takes effect.
- j) Any disputes which the Customer may have regarding a bill must be brought to the notice of Etisalat within 45 days from the date of issuance of the bill by Etisalat, otherwise, the Customer is deemed to have accepted the bill.
- k) Early termination charges:
- Where the Customer has opted for a monthly plan, the Customer will be charged an early termination charge of AED 300 if he/she decides to exit the plan before a period of 6 months from the date of service activation.
 - Where the Customer has opted for a yearly contract plan, and decides to exit the plan prior to the expiry of the minimum term, he/she will be charged an early termination charge of AED 300 + AED 100 for each month remaining of the minimum term.
 - Where the Customer has opted to avail the service under a yearly contract of Ana Emirati Satellite bundle plan (the "Plan"), and afterwards decided to terminate the contract prior to the expiry of the minimum term, an exit charge will be paid by the Customer to Etisalat. The Customer will be liable to pay an early termination charge of AED 150 on a pro rata basis for the remaining term of the minimum contract term. In addition to any outstanding Etisalat charges/fees at the date of termination.

5. Commencement, Termination and Duration of Service

- a) This agreement commences and the Service is activated on the date that the application form is completed by the Customer, accepted and the Service is activated by a duly authorised agent of Etisalat or from the date the Customer subscribes to the Service, whichever is earlier.
- b) The Customer may terminate and deactivate the Service upon providing Etisalat notice in writing of one calendar month or such shorter notice period as stipulated by Etisalat.
- c) The minimum term of this agreement is (1) one month.
- d) Where the Customer has opted to avail the Service under an offer subject to a yearly contract plan, the minimum term is 12/24 months from the activation date. It is understood by the Customer that the discounted price given for the offer is conditional upon the Customer's commitment to keep his/her subscription activated for not less than the minimum term. In the event that the Customer terminates a yearly contract plan prior to the minimum term, the above early termination charges shall be applicable.
- e) Upon the expiry of the yearly contract term Etisalat will not suspend the Service and the same monthly rental will continue to apply. The Customer will have the option to terminate at any time following the minimum term without paying any penalty or exit charges.

6. Legitimate Use of the Service

- a) The Customer will not use the Service:
- In a way which violates the laws of the UAE, to further a criminal purpose, or infringe the rights (including intellectual property rights) of Etisalat or any third party;
 - To send, knowingly receive, upload, download, use or re-use material which is contrary to public morality, abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of any intellectual property rights, confidence, privacy or any other rights or which is liable to incite racial disharmony or hatred, or which comprises a virus or other code liable to cause loss or damage; or
 - To send or procure the sending of any unsolicited advertising or promotional material (SPAM); or
 - In a way that may detrimentally affect or monopolise the Etisalat network.
- b) Any use of Voice over Internet Protocol may only be carried out within the scope of the laws and

regulatory framework of the UAE.

- c) Any breach of the legitimate use of the Services as solely determined by Etisalat will entitle Etisalat to suspend or terminate the agreement and the Service, and/or take any further action in accordance with the law.
- d) Etisalat does not endorse any information or content accessible through the Services. The Customer is solely responsible for using the Service only for content that is legally permitted in the UAE.
- e) The Customer acknowledges and agrees that the Service is provided to the Customer for his/her personal use only. The Customer shall not resell in any way or transfer the Service to any third party without Etisalat's prior express consent. Failure to comply with this obligation may lead to disconnection of the Service.

7. Rights of Etisalat

- a) Any breach of any provision of this agreement or any other applicable terms and conditions will entitle Etisalat to suspend or terminate the agreement and the Service and claim compensation and damages for the breach.
- b) Etisalat may also suspend or terminate the agreement if it is required to do so under any applicable laws or regulations; or upon request by Government or regulatory or security or other competent authorities; or is required by necessity of an emergency situation; or due to the Customer taking any steps to enter any form of insolvency; or due to unusual usage or fraudulent activity occurring on the Customer account; or for any other reason upon providing the Customer 30 days' notice in writing.

8. Limitation of Liability

- a) Subject to the rest of the provisions in this Clause (Limitation of Liability), the liability of Etisalat (including its employees, agents or sub-contractors) to the Customer arising in connection with the agreement under any legal construct shall be limited to: (a) Per event or series of connected events, the amount of the charges paid by the Customer and received by Etisalat in respect of the particular Service that is the subject matter of a claim in the 3-month period immediately preceding the event in which any such liability accrued, or where the particular Service at the time of the event of loss has been provided for a period of less than 3 months, three times the monthly rental charge; and (b) A maximum aggregate liability in any 12-month period of 15% of the total amount of the charges paid by the Customer and received by Etisalat during such 12-month period.
- b) Etisalat shall not be liable to the Customer, for any loss of business, loss of business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill, business interruption, wasted expenditure or for loss of any other economic advantage however it may arise, or for data loss or data corruption, or for any indirect, punitive, special, incidental or consequential loss suffered by the Customer.
- c) Etisalat shall not be liable to the Customer:
- For temporary non-availability of Etisalat's network;
 - For loss, late receipt or non-readability of any message or communication;
 - For any defects, malfunctions or delays connected in any way with the provision or use of content;
 - For any order from third parties made by a Customer using the Services;
 - For failure to provide the Service due to unforeseen reasons or reasons beyond the control of Etisalat; or
 - For unauthorised access to or theft, alteration, loss or destruction of the Customer's applications, content, data, network or systems.
- d) This Clause (Limitation of Liability) shall survive the premature cancellation, termination and/or expiration of the Services.

9. Force Majeure

- a) Etisalat shall not be liable for failure or delay in fulfilling its obligations due to factors beyond its control. These include but are not limited to: extreme weather conditions, floods, earthquakes, volcanoes, fire, riots, war, acts of God; acts or restrictions of Government, state or governmental authorities; civil disturbance and industrial disputes.

10. International and Roaming

- a) International roaming may be provided as part of the Service with various packages subject to availability and specific agreement with the overseas network provider. The Customer acknowledges that the quality and availability of the overseas network provider is beyond the control of Etisalat and Etisalat is not responsible for the quality and availability of Service of any overseas networks.
- b) The costs of access of the overseas network are determined by the overseas network provider. These charges will be included in the bill provided

by Etisalat. Additional charges may also be applied by Etisalat. The prices for international roaming are published on the Website. Etisalat reserves the right to hold a deposit for roaming as it deems appropriate in each case.

- c) The Customer acknowledges that he shall be charged for incoming and outgoing usage whilst roaming, and he agrees to pay all such charges for international roaming.
- d) A Customer who opted for the free incoming roaming minutes add-on and/or flexible minutes add-on is aware that these free minutes are only applicable in certain countries (an updated list is available on the Website), and the Customer acknowledges that this list can be amended at any time and without any notice at Etisalat's sole discretion.
- e) The Customer acknowledges that he shall be charged for international usage and he agrees to pay all such charges for international calls.
- f) A Customer who opted for the free international minutes add-on and/or flexible minutes add-on is aware that these free minutes are only applicable to certain countries (an updated list is available on the Website), and the Customer acknowledges that this list can be amended at any time and without any notice at Etisalat's sole discretion.

11. Customer Information

- a) The Customer will provide all such information and assistance as Etisalat may require in order to perform its obligations under these terms and conditions.
- b) The Customer shall inform Etisalat immediately of any change of their contact details, and Etisalat may require the Customer to update their contact details from time to time.
- c) Etisalat will take reasonable measures to prevent the unauthorised use or disclosure of any personal information belonging to the Customer in its possession, in accordance with the laws and regulations applicable and in force in the UAE.
- d) Etisalat will not share personal information of the Customer with any of its associated entities or other third parties not involved in the provision of the Services without the consent of the Customer. The Customer gives Etisalat the right to disclose the personal information of the Customer to third parties for the purpose of credit checking, security, fraud prevention or identity verification purposes.
- e) The Customer acknowledges that Etisalat may be required to disclose their personal information or legally intercept the Services to comply with the laws of the UAE, the express instructions of a competent authority or in the interests of public or national security. Etisalat may monitor the Customer's use of the Service, and record any calls made to the Etisalat Contact Centre, for training, financial control, quality control, security and regulatory purposes.
- f) The Customer agrees that Etisalat or its affiliates may contact the Customer by mail or by electronic means (telephone call, fax, email, SMS etc.) with information about goods, services, promotional offers and other marketing communications which Etisalat feels may be of interest to the Customer, unless the Customer has already opted out from receiving such communications. At any time if the Customer would prefer to stop receiving such information from Etisalat, the Customer may use the 'unsubscribe' option included in the message or contact the Etisalat Customer Contact Centre.
- g) Following a request from the Customer and following appropriate verification, Etisalat will update the personal information in its records of the Customer.

12. Quality of Service and the Etisalat Customer Contact Centre

- a) The Customer may contact the Etisalat Customer Contact Centre on 101 for information about prices, conditions and options available to them under the Service.
- b) Customers may make a complaint regarding the Service by contacting Etisalat on 101.
- c) Etisalat will endeavour to resolve the complaint in a reasonable and timely manner and will keep the Customer updated as to the status of the investigation into the complaint.

13. Changes

- a) Any changes to these terms and 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 issued.

14. Language

- a) These terms and conditions are available in the Arabic language and the English language. In the event of any dispute, the Arabic language version shall prevail.

15. Governing Law

- a) This agreement is governed by the law of the UAE and the parties to the agreement submit exclusively to the courts of that jurisdiction.