

# Terms and Conditions data, mobile phone, landline eLife and Etisalat Select services



## 1. Introduction

- a) These Conditions shall govern the sale and hire of all equipment and services provided by Emirates Telecommunications Corporation hereinafter referred to as "Etisalat". The party with whom Etisalat enters into a contract shall hereinafter be referred to as the "subscriber".
- b) These Terms and Conditions shall be deemed an integral part of any agreement/contract concluded with the subscriber/customer.

## 2. Access and wayleaves

- It is conditions for the provision of Etisalat services that the customer will allow access at all reasonable times to Etisalat employees in the execution of their duty for the purpose of maintaining, inspecting or recovering Etisalat plant and equipment and will grant permission to Etisalat to run wires and erect poles on the customer's property through a suitable right-of-way.

## 3. Accounts for calls

- a) Etisalat shall render monthly accounts for telephones and telex calls and other services. Such accounts shall include past arrears, charges, etc.
- b) Etisalat shall not be obliged to provide the individual details of any telephone call dialled by a subscriber, nor to subdivide the total metered calls to show the cost of those which are local calls and those which are international calls.
- c) Accounts for all Etisalat services including telex calls, telegrams and other supplementary services must be paid to Etisalat within 14 days of the date of account or by the second day of the month following the date on which the bill was served, whichever is later.
- d) The bill served shall be final and conclusive evidence for the amounts due by the customer.
- e) If a customer fails to pay his account within the period specified in (c) above, Etisalat may temporarily suspend service to the customer, without prejudice to Etisalat's right to recover any amount which may be due at the time of suspension or which may accrue during the time of suspension.
- f) Migration of an account shall be deemed an authorisation to Etisalat to transfer all its respective credits, dues and obligations.

## 4. Advance payment

- Etisalat reserves the right to collect an advance payment to cover the cost of connection and rental, calls or otherwise before service is provided.

## 5. Attachments

- Etisalat reserves the right to provide its services as per the applicable law and Etisalat Terms and Conditions. Unauthorised modification in or installation of Etisalat equipment peripherals without written permission from Etisalat is prohibited.

## 6. Deposits

- Etisalat may collect deposits from applicants and carry out such checks on credit references, as they deem necessary. Deposits may also be requested before service is provided on telephones, telexes or other telecommunications services disconnected for late payment of accounts.

## 7. Changed numbers

- Etisalat reserves the right to change the numbers of the ordinary/mobile telephones, telex and paging whenever relevant service requirements/legislations so require.

## 8. Copyright

- Product services, E-Vision's TV channel package, Multi-play and directories are the intellectual property of Etisalat and the copyright is vested in the Emirates Telecommunications Corporation. Their 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.

## 9. Disconnection and claiming compensation

- Etisalat reserves the right to claim compensation and/or disconnect all services to the customer whether rendered under one or more contracts if the customer shall:

- a) Delay payment of Etisalat charges in respect

of any or all service contracts with Etisalat. (Failure to receive bill does not constitute a valid reason for non-payment.)

- b) Play, tamper with or open any Etisalat equipment or any internal circuit or other component of such equipment.
- c) Without first obtaining Etisalat's written authority, interfere with Etisalat plant or equipment or cause or permit any attachments to be made to, or anything to be placed in electrical contact with, or to be used in such a manner or position in relation to Etisalat equipment that transmits messages or other communications to or from such equipment.
- d) Use profane language or fraudulently or maliciously use the telecommunications system in a manner prohibited by law.
- e) Unreasonably monopolise local line facilities.
- f) In the opinion of Etisalat, commit any breach of these "Conditions of Telecommunications Service".

## 10. Fault reporting

Responsibility for the reporting of faulty operation of the equipment rests with the customer. Except for non-Etisalat equipment, the customer shall not attempt to repair or modify the equipment, nor permit a third party to do so.

## 11. Liability

- a) Limitations of Etisalat's liability: Etisalat shall not be liable to the customer in damages or otherwise, for any delay in providing or restoring telecommunications services, or for the loss or damage occasioned by the total or partial interruption or disconnection of service. No abatement shall be made from the rental by reason of whatever cause unless the service was totally unserviceable for a continuous period of not less than one calendar month. However, Etisalat shall, under no circumstances, be liable for any loss of profit or income or for any other indirect or consequential loss or damage.

- b) The customer's liability for equipment: customer are liable for the cost of any calls made from or other use of the equipment whether with or without their knowledge or permission and are liable for the loss or damage to Etisalat's equipment hired by them. The customer shall pay to Etisalat on demand, the amount of damage, beyond fair wear and tear, to the equipment. It is therefore advisable for customers to include equipment rented in their insurance policy. To this end, customers will be advised, on request of the insurance values of the equipment they rent from Etisalat. Notwithstanding the above and without prejudice to any further claim by Etisalat, if any equipment shall suffer any fault or damage as a result of any act or omission committed in contravention of item 9 b) hereinabove, the customer shall pay to Etisalat double the cost of repairs of such equipment and shall undertake in writing not to mishandle or abuse the equipment any further. Etisalat shall not be bound to repair the equipment until these two requisites are fully satisfied by the customer.

- c) Customers' liability for damage caused by attachments: The subscriber of this service shall be liable for any loss or damage to the Etisalat network resulting from the use of any equipment/products which are non-type approved by Etisalat without prejudice to the right of Etisalat to initiate legal action against such subscriber. This statement shall not be interrupted to indicate Etisalat acceptance of the use of non-type approved products/equipment.

## 12. Programmes and channels

TV packages selected by customers may be changed by Etisalat without notice. Pay Per View and Video On-demand are not part of packages and are chargeable separately.

## 13. Period of hire

Unless otherwise determined by Etisalat, the minimum period of the hire\* for telecommunications services commencing from the date of provisions shall be as follows:

- |                                                   |          |
|---------------------------------------------------|----------|
| a) Telephone for home, mobile and paging services | 3 months |
| b) Telephone for business                         | 1 month  |
| c) Telex services                                 | 3 months |
| d) Webfax, ISDN BRI, ISDN PRI, Service 500        | 3 months |

- |                                                              |           |
|--------------------------------------------------------------|-----------|
| e) Leased circuits                                           | 1 month   |
| f) Frame Relay, ATM service and IP Connect over copper cable | 1 month   |
| g) IP Connect, Frame Relay, ATM, over FO cable and eCentrex  | 12 months |
| h) Cable TV service                                          | 3 months  |
| i) VSAT voice service                                        | 6 months  |
| j) VSAT data services                                        | 12 months |
| k) Etisalat Select services for business                     | 12 months |
| l) eLife Double & Triple Play Services                       | 12 months |

Notwithstanding the reasons for premature disconnection or termination of the service, the subscriber shall always remain liable for such rental and/or other Etisalat charges as if he has utilised the full minimum period of hire.

## 14. Fibre Network

"At the service location where Etisalat provides its customers with Fibre-To-The-Premises (FTTP) access network technology, an Optical Network Terminal (ONT) device(s) may be supplied by Etisalat. The customer is required to provide constant electrical power to the ONT device failing which, the entire FTTP service may fail. However, to mitigate FTTP service failure in the case of power interruption, battery back-up systems can be separately acquired by the customer. Etisalat does not guarantee the continuity of the FTTP service nor will it be liable to the customer for any indirect or consequential loss arising under or in connection with the FTTP service, including but not limited to if there is any interruption to the power supply to the ONT device(s)."

## 15. Period of notice for removal or disconnection

Customers are requested to give at least 30 days notice of their requirements in the above connection in writing for all services except Leased Circuit. For Leased Circuits, customers are requested to give at least 14 days notice of their requirements in the above connection in writing. Normal rentals are applicable for the notice period.

## 16. Rental and connection charges

Rental charges are payable in advance by quarterly instalments. Standard rental charges are listed in Etisalat's "Schedule of Charges". Other items and services can be obtained on request. Customers are required to pay to Etisalat a connection charge as indicated in Etisalat's "Schedule of Charges" or as otherwise advised by Etisalat.

## 17. Responsibility for death or injury

Etisalat shall not be responsible for any death and/or injury to any person howsoever arising from the operation of the equipment and the customer shall indemnify Etisalat against all claims made by or on behalf of any person howsoever arising from any such death and/or injury or loss and/or damage to property.

## 18. Transfer of service from one customer to another

Services are provided by Etisalat for the sole use of the customer. The customer may not transfer services or use of such service whether temporarily or permanently, to a third party without the prior approval of Etisalat in writing.

## 19. Variation of charges

Etisalat reserves the right to revise any charges, having given a minimum of 28 days notice prior to such revision.

## 20. Cancellation of service order

If the customer cancels his service order after work has been started on the provision of the service, the customer shall pay Etisalat the costs of such work. Etisalat may alternatively deduct these costs from any advance payment or deposit which the customer may have paid towards the provision of the service or from any other entitlement which Etisalat must pay back to the subscriber.

## 21. Services via Contact Centre/ "Etisalat 4me"/IVR System

- a) If a subscriber subscribes to any of the services through Contact Centre/"Etisalat 4me"/IVR System, this subscription shall be legal and binding to the subscriber with immediate effect. Subscription implicitly means that normal terms and conditions of Etisalat are acceptable.

- b) The subscriber shall be solely responsible for the correctness of all information available for the Contact Centre/"Etisalat 4me"/IVR System at the time of applying for subscription and when utilising any of the provided services. Any such information shall be deemed legal and binding to the subscriber.

- c) 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 subscriber is incorrect/inaccurate. The subscriber shall then have no legal rights to claim such subscription or to apply for the service.

## 22. Suggestions from subscribers

Etisalat welcomes suggestions from subscribers related to introduction/development of service etc. However, subscribers shall be fully responsible for the genuineness of these suggestions. Etisalat does not assure adoption/enforcement of such suggestion nor does it pay any specific amount against enforcement of any suggestion (unless this is mutually and specifically agreed upon). Etisalat shall not be held responsible towards any third party for any claims arising out of any suggestions introduced or implemented at any time.

## 23. Amendments

Etisalat reserves the right to change, amend or reproduce these conditions from time to time as it may think fit. Any such change, amendment or reproduction shall immediately be binding on the customer from the date on which it is issued by Etisalat.

## 24. Disclaimer

Roaming is carried out through foreign networks whose quality and availability is not falling under our control. Hence, we disclaim any responsibility for bad quality and/or unavailability of service. Moreover, roaming charges might take time before being reflected into accounts. Thus, we reserve the right to hold any roaming deposit till roaming charges are revealed.

## 25. Determination of prepaid services

If the customer terminates any of his/her own accounts with Etisalat he/she will not be entitled to refund of any of his/her prepaid amount(s)/balance. However, the customer may transfer same to another account of his/her or another's.

## 26. Change of customer's particulars

Customer should inform Etisalat immediately on any change in his particulars.

## 27. Etisalat Select Service

- a) To subscribe and use Etisalat Select Service, you must have a landline telephone service from another UAE service provider which line shall be:
- registered in your name; or
  - registered in the name of a customer authorising you to subscribe in Etisalat Select Service.

Etisalat has the right to terminate the service without notice, if the subscriber has provided information discovered to be inaccurate.

- b) The Etisalat Select Service can be used in two ways (i) by dialling the Etisalat Select prefix code (08877) before calling; or (ii) by using an Auto-Dialler device.

- c) The subscriber shall be responsible for all calls made using the Etisalat Select Service from the subscriber's defined landline number. Etisalat will either bill you separately for these calls, or include charges for these calls in your account of other Etisalat services. In addition, the subscriber will remain liable to landline access provider for line rental, and any calls and services provided by the landline access provider which are not part of the Etisalat Select Service. It is the subscriber's responsibility to advise Etisalat in case of a change to the subscriber's landline number. Failure to do so does not release the subscriber from call charges responsibility.

- d) The customer shall report any fault, shortcoming or inadequate service to Etisalat Customer Care. However, where such fault, shortcoming or inadequate service arises from the customer's landline network or is not attributable to Etisalat Select Calls or services the subscriber will be responsible to refer the matter to the landline service provider. Etisalat shall not refund charges for and shall not be responsible for faults reported or referred to the subscriber's landline access provider.