

Terms and Conditions

Service Specific Terms (Wasel Prepaid, Wasel Flexi, Emirati Wasel, Visitor Line and FIVE)



1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by e& to the Customer, in addition to the other constituent parts of the Agreement between e& and the Customer.

2. DEFINITIONS

- (a) "Add-ons" means additional services for voice calls, SMS and mobile data usage which the Customer can subscribe to through the e& mobile application or by using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer) at the applicable Charges as specified on the e& website.
- (b) "Agreement" means the entire contractual agreement between e& and the Customer, comprising of the constituent parts set out in Clause 3 of the General T&Cs (Consumer).
- (c) "Customer" means the person who purchases or subscribes to the Service.
- (d) "e&" means Emirates Telecommunications Group Company P.J.S.C. and any of its wholly-owned subsidiaries.
- (e) "e& Mobile Application" means a mobile application referred to as e& UAE.
- (f) "Identification Document" means a document which establishes the identity of a Customer.
- (g) "General T&Cs (Consumer)" means e&'s general terms and conditions for consumer (i.e. non-business) products and services which are published on e&'s website.
- (h) "Service" means the prepaid mobile telecommunications service made available by e& under the following brand or service names, as described in more details in Clause 3:
 - "Wasel Prepaid"
 - "Wasel Flexi"
 - "Visitor Line"
 - "Five Prepaid"
 - "Emirati Wasel"
- (i) "Subscriber Identity Module Card (SIM)" means the registration chip card that shall be entered into the Customer's compatible terminal equipment whereby the Customer shall be identified by on the mobile telecommunications network.

3. SERVICE DESCRIPTION

- (a) The Service is a prepaid mobile telecommunications service made available to the Customer by using a SIM card issued by e&. The Service can be used for voice calls, SMS and mobile data usage, as applicable.
- (b) Details for each service are as specified on the following e& websites
 - i. For Wasel Prepaid, Wasel Flexi, Emirati Wasel & Visitor Line- www.e&.ae.
 - ii. For Five Prepaid- www.fivemobile.ae.
- (c) The following lifecycle rules shall be applicable only to Wasel Flexi and Emirati Wasel:
 - i. Customer can enjoy lifetime validity on Wasel Flexi and Emirati Wasel as long as Customer has an active plan subscription.
 - ii. If Customer does not renew their plan within 21 days of expiry of their plan, the outgoing services on such Customer's line will be barred while incoming services will continue to work.

- iii. During the outgoing barred period, Customer can renew their plan by recharging their line with equal or higher than the plan value.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by e& (the "Effective Date").
- (b) With respect to Wasel Prepaid, Wasel Flexi, Emirati Wasel and Five: the Term of the Agreement starts on the date on which e& makes the Service available to the Customer ("Activation Date") and will continue to be in force for an indefinite period until it is terminated by one of the Parties.
- (c) With respect to Visitor Line: the term of the Agreement starts on the date on which e& makes the Service available to the Customer ("Activation Date") and will continue to be in force as follows:
 - i. For Customer who holds a Non-UAE passport (including a GCC passport) with entry stamp, for a duration of ninety (90) days from the date of the entry stamp or the expiry date of the Identification Document, whichever comes sooner, provided that the maximum period shall be ninety (90) days only.
 - ii. For Customer who holds Non-UAE passport (including a GCC passport) without entry stamp, for a duration of thirty (30) days from the date of Activation Date or the expiry date of the Identification Document, whichever comes sooner, provided that the maximum period shall be thirty (30) days only.
 - iii. For Customer who holds a GCC national ID, for a duration of ninety (90) days from the date of Activation Date or the expiry date of the Identification Document, whichever comes sooner, provided that the maximum period shall be ninety (90) days only.
- (d) This Agreement does not have a minimum term or a minimum commitment period.

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

Please see Clause 8 of the General T&Cs (Consumer) for the provisions governing the Customer obligations and restrictions that apply to the Service.

6. E&'S OBLIGATIONS

e& 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 standard Charges applicable to the Service shall be as specified on the website(s) as specified in Clause 3 above.
- (b) The voice units are metered on the following basis:
 - i. Wasel Prepaid, Wasel Flexi and Emirati Wasel - per second
 - ii. Five - per second
 - iii. Visitor - per minute
- (c) The Customer may subscribe for add-ons by using the e& mobile application or by using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (d) The Charges for Add-ons shall be as specified on the website(s) referred to in Clause 3.
- (e) All Charges for Add-ons shall be payable in advance.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- (a) e& reserves the right to collect an advance payment from the Customer to cover the cost of connection or rental charges.
- (b) The Customer may migrate the Service to e& mobile postpaid service at any time if the Customer fulfills all the prerequisites required for such migration.
- (c) The Customer may check their credit balance at any time by calling 121 or dialing *121#, or by using e&'s mobile application.
- (d) The Customer may recharge their credit balance at any time by calling 120, dialing *121*[card number] # or by using e&'s mobile application.

9. SUSPENSION, DISCONNECTION OR TERMINATION BY E&

- (a) Please see Clause 19 of the General T&Cs (Consumer) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by e&.
- (b) Where e& terminates the Service in accordance with Clause 19 of the General T&Cs (Consumer), any advance payments / outstanding credit balance will be forfeited.
- (c) Following suspension or disconnection and prior to termination of the Service, the Customer may request e& to reconnect the Service at e&'s discretion, provided that (i) the Customer has settled any outstanding charges and (ii) the respective mobile number(s) (if any) have not been reallocated by e& according to the applicable rules.
- (d) In respect of "Visitor Line" only: the term of the Agreement may be (repeatedly) extended as per the conditions stipulated in Clause 4(c) above. If any one of the applicable conditions is not met the Service shall be suspended by e&.
- (e) In respect of "Wasel Prepaid, Wasel Flexi, Emirati Wasel" and "Five" only: If the Customer does not use the Service by recharging the credit balance or making or receiving voice calls or SMS (which is not an e& promotional SMS) for a period of ninety (90) consecutive days, the Service shall be temporarily suspended by e& and e& shall inform the Customer of such suspension.

If the Customer recharges their credit balance no later than one (1) year following such temporary suspension, the Service shall automatically be reactivated. The Service shall also be automatically reactivated if the Customer within the same period of maximum one (1) year following such temporary suspension makes or receives a call or sends or receives an SMS, which is not an e& promotional SMS.

If the Service is not reactivated by the Customer by recharging their credit balance, making or receiving calls or sending or receiving SMS after ninety (90) consecutive days of inactivity, and subject to sufficient credit balance, a Charge of ten (10) Dirhams (AED 10,-) per each period of ninety (90) days shall be applicable in order for the Service to remain active. Such Charge shall be debited from the Customer's credit balance.

If however the Customer's remaining credit balance lower than ten (10) Dirhams (AED 10,-) to cover the applicable Charge, e& will use all the remaining credit balance to cover the applicable Charge at least partially and the Service shall remain suspended.

Following the suspension of the Service, e& shall retain the mobile number assigned by e& to the Customer for a period of one (1) year. During this one-year period

and subject to Clause 9 (c) above, the Customer may reactivate the Service at any time by recharging their credit balance, making an outgoing call or sending an SMS subject to sufficient credit balance on the Customer account. If there is no usage of the Service by the Customer during this entire one-year period, the Service shall be permanently disconnected and the Agreement terminated by e& and the Customer shall not be able to reconnect/reactivate the Service any more. The Customer shall not be able to reclaim the mobile number assigned by e& for the Service.

10. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, he/she must give e& prior written notice.
- (b) Where the Customer terminates the Service, the Customer will not be entitled to a refund of any advance payments / outstanding credit balance. However, the Customer may transfer the same to another account with e& provided that the Customer notifies e& of the transferee details prior to the termination of the Service.
- (e) The Customer shall be able to change its service provider and retain the same mobile number (i.e. to port out) at any time provided that the Customer fulfills all the prerequisites required for mobile number portability as specified on the e& website.

11. VAT

Please see Clause 32 of the General T&Cs (Consumer) for the provisions governing VAT (Value Added Tax) that apply to the Service

12. CONTACTING E&

The Customer may contact e& to discuss the Service (including these Service Specific Terms and the General T&Cs (Consumer), or any other product or service offered by e&, by using any of the communications channels stated in Clause 30 of the General T&Cs (Consumer).