

Terms and Conditions

New Freedom Plans



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.

1. DEFINITIONS

- (a) **"Agreement"** means the entire contractual agreement between Etisalat and the Customer, comprising of the constituent parts set out in Clause 3 of the General T&Cs (Consumer).
- (b) **"Customer"** means the person who purchases or subscribes to the Service.
- (c) **"Etisalat"** means Emirates Telecommunications Group Company P.J.S.C.
- (d) **"General T&Cs (Consumer)"** means Etisalat's general terms and conditions for consumer (i.e. non-business) products and services which are published on Etisalat's website and are available through the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (e) **"In-bundle Allowance"** means voice calls and mobile data allowances included in the Customer's postpaid mobile telecommunications service plan forming the Service.
- (f) **"Minimum Term"** has the meaning given to it in Clause 4(b).
- (g) **"Preferred Country"** means one country to which the Customer enjoys unlimited calls, once he or she selects that country from a list of eligible countries. This list can be viewed at Etisalat.ae, or via Etisalat mobile application. The Customer may select or change his or her Preferred Country via Etisalat Mobile Application, by calling 101, or by way of an SMS command. The Customer may only change his or her Preferred Country once a month.
- (h) **"Service"** means the postpaid mobile service, as described in more detail in Clause 3.
- (i) **"Smiles Buy 1 Get 1"** means that the Customer will be able to enjoy a complementary product or a service if he or she purchases a product or a service from specific Etisalat partners, and presents a Smiles Buy 1 Get 1 voucher. Etisalat partners' Terms and Conditions apply. The Buy 1 Get 1 offers can be viewed on Etisalat Smiles Portal as well as in Etisalat Smiles Application.
- (j) Etisalat provides the Customer with an unlimited amount of Smiles Buy 1 Get 1 vouchers, provided the Customer is enrolled on any of the eligible Services Plans, uses the Smiles Application on his or her mobile device and registers his or her mobile phone number. The Customer retains Smiles Buy 1 Get 1 as long as he or she is on any of the eligible Services Plans.
- (k) **"Unlimited Flexible Calls"** means unlimited local as well as international calls. The Customer may consult the list of countries to which he or she enjoys unlimited international calls at Etisalat.ae/freedom, or through Etisalat mobile application.
- (l) **"Unlimited Local Calls"** means unlimited calls to local UAE numbers.
- (m) **"Silver Category number"** means a special number which may be assigned to the Customer with the Service.
- (n) **"Standard Category number"** means number which is offered by default to the Customer.

2. SERVICE DESCRIPTION

- (a) The Service is a postpaid mobile telecommunications service made available to the Customer by using a SIM card issued by Etisalat. The Service is available either with a Minimum Term of twelve (12) months or with no such Minimum Term. The Customer may use the Service throughout the UAE and, subject to conditions, in other countries. The Service may be used for voice calls, SMS and mobile data usage.
- (b) Etisalat may from time to time provide special promotion offers alongside this Service on terms and conditions that will be communicated to the Customer using the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (c) Each of the plans with monthly rent of '200 AED' or above allows the Customer to carry up to 50% of unused baseline local data allowance to the next month. Any such unused data can be carried forward for the next bill cycle only. If the Customer does not use the carried forward data during the next bill cycle, such data will be lost and will not be carried forward to the subsequent month.
- (d) Calls to premium numbers, such as those starting with a 600 prefix, are excluded from the unlimited call offers provided by eligible Services plans.
- (e) Subject to Clause 10(b), the Customer may switch between any two Services plans once a month.

3. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding and in full force on

and from the date on which the Customer submits a Service Application Form and the same is accepted by Etisalat, or otherwise when Etisalat registers the customer subscription or purchase of the Service (the "Effective Date").

- (b) Where the Service is provided based on an agreement with a minimum commitment period, the minimum term of such agreement is twelve (12) months ("Minimum Term"). Where the Service is provided based on an agreement with no minimum commitment period, there is no Minimum Term for such Service.
- (c) After the completion of the Minimum Term, and unless terminated by the Customer in accordance with Clause 10 (Termination by the Customer), the Service shall continue on a monthly rolling basis. If, following the completion of the Minimum Term, the Customer does not wish to continue using the Service as described above, the Customer can terminate the Service in accordance with Clause 10 (Termination by the Customer).
- (d) After the Minimum Term, in case of continuation of the Service, the same monthly rental Charges as applicable in the Minimum Term shall apply.
- (e) The Minimum Term starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").

4. CUSTOMER OBLIGATIONS & RESTRICTIONS

- (a) The Customer acknowledges that the Service is provided for his or her personal use only and will not resell or allow any third party to use the Service for remuneration or otherwise commercially exploit the Service.
- (b) In addition to the rights of termination Etisalat has under General T&Cs (Consumer), Etisalat also has the right to suspend the service and/or terminate the Agreement in case the Customer commits or attempts to commit any fraudulent or deceptive act, or uses the Service in a manner which, in Etisalat's opinion, is unlawful or abnormal (i.e. shows considerably unusual usage pattern not typical for Customers own use).
- (c) In case the Customer has been assigned a Silver category number with the Service, the Customer shall not be permitted during the Minimum Term to:
 - i. transfer or assign the right of use of the Silver category number to another customer;
 - ii. downgrade the Service;
 - iii. migrate the Service to any other Etisalat mobile prepaid or postpaid plan; or
 - iv. port out the Silver category number.
- (d) Please see Clause 8 of the General T&Cs (Consumer) for the provisions governing the remainder of Customer obligations and restrictions that apply to the Service.

5. 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.

6. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages.

7. CHARGES, BILLING & PAYMENT

- (A) The Customer will be invoiced in arrears on a monthly basis for all Charges incurred in relation to the Service.
- (b) The monthly rental and the In-Bundle Allowance will be computed on a pro rata basis from the Effective Date 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 the full monthly In-Bundle Allowance.
- (c) If the Service is terminated part way through any month, the bill covering the final billing period will cover the entire month during which the Service was terminated and will not be computed on a pro rata basis from the date of termination until the date of the end of the billing cycle (i.e. the Customer will be charged the full monthly rental).
- (d) Please see Clause 15 of the General T&Cs (Consumer) for the charges, billing and payment provisions that apply to the Service.
- (e) The Charges applicable for the Service, including the list of international destinations that can be called using the applicable flexi minutes that may form part of a particular Service plan, if applicable, as will be communicated to the Customer upon subscription and shall be as specified on the Etisalat website (usually in the F&Q section) and/ or using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (f) Calls made as part of the In-bundle Allowance are charged on a per minute basis, whereas calls made outside the In-bundle Allowance are charged on a per second basis.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- (a) Any 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 of the Customer's credits, dues and obligations in relation to the Service to the new account or to apply them to the varied subscription.
- (b) Please see Clause 16 of the General T&Cs (Consumer) for the other customer credit, advance payment and deposit provisions that apply to the Service.

9. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

10. SPENDING CAPS

Please see Clause (16 g) of the General T&Cs (Consumer) for the terms and conditions that apply to spending caps regarding optional non-telecommunications Services.

11. REFUND OF CREDIT BALANCE

Please see Clauses (16 e) and (16 f) of the General T&Cs (Consumer) for the provisions governing refund of credit balance for postpaid services.

12. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

13. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

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 Etisalat.

14. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, he/ she must give Etisalat prior written notice.
- (b) The Customer acknowledges that, upon receipt of the Customer's termination notice, Etisalat shall terminate the Service.
- (c) Where the Customer has selected a Service plan with a Minimum Term of twelve (12) months and terminates the Service before the expiry of this Minimum Term, the Customer shall pay an early termination charge, in accordance with Clause (15) of the General T&Cs (Consumer).
- (d) In case the Customer is using the Silver category number and elects to terminate the Service before the end of the Minimum Term, the Silver category number will be returned back to Etisalat and the Customer will lose all rights attached to it and will no longer be able to use it.
- (e) In case of termination of the Service and the cessation of the relevant postpaid plan, Etisalat is entitled to reassign the corresponding Silver category number to another customer after the completion of the quarantine period of twelve (12) months and therefore the Customer will lose all rights attached to such Silver category number and will no longer be able to use it.
- (f) During the same quarantine period of twelve (12) months, the Customer may raise a request to Etisalat for reactivation of the same Silver category number subject to the Customer subscribing again to the same postpaid plan. Without such new subscription, Etisalat has no obligation to reactivate such Silver category number for the Customer and the Customer will lose all rights attached to such number and will no longer be able to use it.
- (g) The provisions of Clauses 10(d), 10(e) and 10(f) of these Service Specific Terms shall not apply to the standard category numbers.

15. CONTACTING ETISALAT

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

17. VAT

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

18. CHANGES BY ETISALAT

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.