

Terms and Conditions

Arena Challenge



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 (b) and 3 of the General T&Cs (Consumer).
- (b) "Customer" means the person who purchases or subscribes to the Service.
- (c) "Eligible Customer" means all active Etisalat prepaid and post-paid mobile customers
- (d) "Etisalat" means Emirates Telecommunications Group Company PJSC.
- (e) "General T&Cs (Consumer)" means Etisalat's general terms and conditions for consumer products and services, which are published on Etisalat's website and are available through the other communications channels referred to in Clause 2(h) General T&Cs (Consumer).
- (f) "Minimum Term" has the meaning given to it in Clause 4(b).
- (g) "Service" means Arena Challenge powered by Onmo service available to all Etisalat prepaid and post-paid smartphone customers in UAE as described in more detail in Clause 3.
- (h) "Content" means the gaming content in the forms of, online games and games sequence provided by the Partner through Etisalat's WAP portal arenachallenge.ae. The games available through the Service may change at any time and without prior notice depending on the license with the games publishers.
- (i) "Partner" means Onmobile Global Limited, owner of the Onmo service, the third party that has contracted with Etisalat for the provision of the Service.
- (j) "Customer's Account" means the account created by the Customer to access the subscription service operated by the Partner.

3. SERVICE DESCRIPTION

"Arena Challenge" or "Arena Challenge powered by Onmo" offers a catalogue of online games to individual users, including arcade games, tile-matching games, racing games along with specifically licensed battle royale games, first person shooting games and virtual sport games ("Games") with no additional local data charges.

4. COMMENCEMENT & DURATION

- 4.1 The Agreement is valid and binding on and from the date on which it is submitted by Etisalat and accepted by the Customer (the "Effective Date").
- 4.2 The Services shall commence on the Effective Date.
- 4.3 The Agreement has a Minimum Term of one (1) month based on the subscription bought, which starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").
- 4.4 The subscription service will be automatically renewed after the completion of 1 month unless or until terminated by the Customer or Etisalat as provided in Clause (10) and (11) of this Agreement.
- 4.5 The Top ups and the free trials will not be auto-renewed automatically.

5. CUSTOMER OBLIGATIONS, RESTRICTIONS & USE OF SERVICE

The Customer acknowledges and agrees to the following:

- 5.1 The one (1) Month Free Trials are only applicable to first time Customers of the Service.
- 5.2 The Service is offered in conjunction with Etisalat's mobile services subject to the Customer eligibility to subscribe to such mobile services.
- 5.3 The Service is provided and operated by Etisalat as a Licensee and only in the United Arab Emirates, Etisalat is not responsible for and make no representations or warranties that the Service is appropriate or available for use in other jurisdictions outside UAE. Those who access or use the Service from other jurisdictions including from within any other Service location do so at their own risks and responsibility and are entirely responsible for compliance with all applicable local laws and regulations. Etisalat will not be liable for any breach, violation, Intellectual Property Rights or other rights infringement in relation to the Service or Content provided by the Partner and any third party in any jurisdiction outside UAE.
- 5.4 Using the service from outside the United Arab Emirates will be subject to the roaming data charges available through Etisalat communication channels as per Clause 12 below.
- 5.5 Customer's access to the Service or to certain features of the Service require the Customer to register for an account and login information. The Customer does not

have the right to share the Customer's Account with any third party. The Customer is solely responsible for maintaining the confidentiality of the Customer's Account and password, and the Customer agrees to accept every and any responsibility for all activity under the Customer's Account, including unauthorized use of the Service by any third party that accesses the Partner's application for the Service through the Customer's Account.

- 5.6 The quality of the Service may vary from device to device capability, and may be affected by a variety of factors, such as Customers location, the bandwidth available through and/or speed of Customer internet connection and service.
- 5.7 Other than any connectivity or the Service or other services provided by Etisalat, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and Etisalat will not be responsible nor liable for all aspects of the third-party software. Customer also agrees to automatically receive updated versions of the applications/website and related third party software.
- 5.8 Etisalat does not make any express or implied warranties, representations or endorsements whatsoever (including warranties of title or non-infringement, or warranties as to merchantability or fitness for a particular purpose) with regard to the Service or any material or content on the Service (including any Content). In particular, Etisalat disclaims all warranties:

As to:

- the availability of any such Content;
- the accuracy, quality or merchantability of any such Content;
- compliance with any description or requirement of any such Content; or
- the uninterrupted viewing of or access to any such Content;
- And that any such Content will not:

- contain any obscene, offensive, defamatory or scandalous material or any material that constitutes or encourages conduct that would contravene applicable laws;
- contain any advertising and promotional messages;
- violate or infringe any Intellectual Property Rights or proprietary, privacy or publicity rights of any person, or violate any obligation of confidence or any other proprietary right;
- contain any viruses, Trojan horses, time bombs or other disabling devices intended to detrimentally interfere, damage, surreptitiously intercept or expropriate any equipment, system or network; or
- contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.

5.9 Access and use of the Service by the Customer shall be personal for the Customer and any commercial use or exploitation of the Service is restricted and not allowed.

5.10 The Service and the Content are provided on an "as is, as available" basis and as available basis.

5.11 Etisalat takes certain industry-accepted precautions to secure the Service or portions thereof. However, Etisalat does not warrant that:

- the use of the Service will meet Customer expectations and requirements;
- the Service will always be available;
- Customer use of the Service will be uninterrupted, timely, secure, error-free or virus-free, or free from other invasive or damaging code;
- the quality of any Content accessed by Customer through Customer use of the Service will meet Customer expectations; or
- any errors in the Service will be rectified.

5.12 Use of the Service is at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.

5.13 The Customer agrees to use the Service, including all feature and any functionalities associated with it in accordance with all applicable laws and regulations, or other restrictions on use of the Service or Content therein. The Customer agrees not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative work from, offer for sale, or use (except as explicitly authorized in this Agreement) content and information contained in or obtained from or through the Service. The Customer also agrees not to: circumvent, remove, alter, deactivate, degrade any of the content Service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Service; insert any code or product or manipulate the Content of the Service in any way; or use any data mining, data gathering or extraction method. Etisalat may terminate or restrict the Customers use of the Service if the Customer violates the terms of this Agreement or is engaged in illegal or fraudulent use of the Service.

5.14 Customer assumes total responsibility and risk for the Customer's use of the Service. Any Content accessed, streamed or otherwise obtained through the Customer's use of the Service is done at the Customer's sole discretion and own risk. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Service or on the Internet generally.

5.15 Without prejudice to the generality of the foregoing, save as expressly agreed in writing, Etisalat does not make any representation or warranty in relation to the Service or any associated service(s), product available through the Service (including any Content), and the Customer acknowledges and agrees that Etisalat shall have no liability or responsibility to the Customer or any other person in relation to any such Service, Content or product.

5.16 please see Clause (21) of the General T&Cs (Consumer) for the provisions governing Liability & Indemnity that apply to the Service.

5.17 Customer's obligations under this Clause shall survive any termination of Customer access to and use of the Service or Customer relationship with Etisalat. Etisalat reserves the right to assume control of any matter subject to indemnification by Customer, in which event Customer shall cooperate with Etisalat in asserting any available defenses.

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

- 7.1 The subscription Service fee is AED 30 per month including VAT, with 1GB of dedicated mobile data for Arena Challenge Application in UAE only. The subscription comes with 18,000 coins to be used in the game to complete the challenges and participate in battles.
- 7.2 The subscription Service is monthly and automatically renewed for another Term unless terminated by the Customer in accordance with Clause 11 (Termination by the Customer).
- 7.3 A post-paid Customer can subscribe to 30 AED once in a month.
- 7.4 The maximum amount that post-paid Customer can top-up or subscribe in a month is AED 300.
- 7.5 the Customer should refer to the purchase screen to know about the free trial period and the set of coins.
- 7.6 Within the one-month time if the Customer finishes the coins, then the Customer will have the option to top-up with 5 AED or 15 AED to procure additional coins. Top up of AED 5 will get you 1,200 coins and a Top up of AED 15 will get you 4,400 coins. Top ups do not include any data allowance. Tops will be valid for one-month.
- 7.7 If the Customer had any coins not used from the top-up, then the coins should be added together to the Customer's account.
- 7.8 Coins are used to access to the game challenges and battles.
- 7.9 Any unused set of coin and data allowances part of the subscription to mobile prepaid and post-paid Customers will be forfeited after the one-month period.
- 7.10 The Customer will be notified of all Charges that apply to the Service and of the Charges that are due for payment in each bill issued to the Customer by Etisalat. The Customer agrees to pay all Charges, whether or not the Customer uses the Service, including those incurred without the knowledge or permission of the Customer. The Customer remains responsible for any uncollected amounts if a payment is not successfully settled due to insufficient funds, expiration or other reasons and the Customer does not cancel the Service. Etisalat may notify the Customer and suspend the Customers access to the Service until a valid payment method has been successfully charged.
- 7.11 All Charges for prepaid services are to be paid in advance. Post-paid services are charges on prorata basis for the first month.
- 7.12 Monthly rental Charges and usage-based Charges will be billed in arrears as per the applicable rules specified by Etisalat.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- 8.1 Prepaid Customer will be charged in advance, however, Post-paid Customers will be charged at the end of the month.

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8.2 No deposit will be required for this Service.

9 OTHER SPECIFIC PROVISION

Etisalat reserves the right to take such steps as Etisalat believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Terms.

10 SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

10.1 Subject to applicable laws and regulations Etisalat may suspend / disconnect or terminate immediately the use of part or all of the Service and/or the Agreement, with or without notice and without exposing itself to any liability, at any time, in the event that:

- (i) Etisalat has reasonable grounds to consider that: (a) the Customer has breached any provisions of the Agreement; or (b) unusual usage or suspected fraudulent activity has occurred on the Customer's Account;
- (ii) the Customer fails to pay any Charges that fall due within the relevant timeframe;
- (iii) Etisalat is required to do so under any applicable laws or regulations, or under any other regulatory requirements, or upon request by Government or regulatory or security or other competent authorities, or is required by necessity of an emergency situation;
- (iv) the operations, security or efficiency of a Service is impaired by the Customer's use of the Service or Customer equipment connected to the Service;
- (v) In the event the circumstances set out in Clause 14 of the General T&Cs (Consumer) are applicable, Etisalat may suspend the Service; and provide a refund to prepaid Customers and credit to post-paid Customers.
- (vi) As per Clause 19 of the General T&Cs.

10.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension and the Customer will continue to be charged for Service Charges until the Service is disconnected. Further, Etisalat shall have the right to recover any reasonable costs and expenses incurred during the implementation of such suspension or disconnection, any fees payable in relation to the suspension / disconnection or reconnection of the Service will be stated in the Service Application Form for the Service, the Service Specific Terms and/or on the Digital Channels.

10.3 Following suspension, Etisalat shall reactivate a Service only when Etisalat is satisfied that the reason for suspension has been resolved.

10.4 Etisalat may, when it deems it necessary and appropriate to do so and where there is no fault by the Customer, terminate all or part of the Service and/or the Agreement. In this event, Etisalat will give the Customer reasonable notice prior to such termination.

10.5 Etisalat will notify the Customer and (if applicable) give the Customer the opportunity to rectify the situation prior to any suspension / disconnection or termination of the Service.

11 TERMINATION BY THE CUSTOMER

11.1 The Customer may terminate the Agreement, by giving prior written notice to Etisalat.

11.2 The Customer acknowledges that, upon receipt of the Customer's termination notice, Etisalat shall terminate the Service. Notwithstanding the receipt date of the termination request, the Customer shall be charged the full monthly rental Charges for the month during which the Service was terminated.

11.3 Customer can cancel or deactivate the Service at any point of time as per the instructions and opt-out process stated in paragraph 11.6 below of this clause.

11.4 The Customer will continue to have access to the Service until the end of the term.

11.5 The Customer may terminate the Service at any time Etisalat will not be liable for damages or costs of any sort resulting from such termination.

11.6 Opt-out Process: The Customer can opt-out of the Service as per the following process:

- (i) Etisalat mobile app – Customer can turn off auto-renew/ unsubscribe.
- (ii) Etisalat website by contacting Etisalat's Customer Care where a Customer Care agent can perform deactivation of the Service.

12 CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service, or any other product or service offered by Etisalat, please visit <https://www.etisalat.ae/en/onboarding/elife/get-support/support.html> for all contact details.

13. VAT

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

