

Terms and Conditions

The New Control Line

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

Any capitalised terms that are not defined in this Clause 2 have the meaning given to them in the General T&Cs (Consumer).

- a) **"Additional Packs"** means any optional voice calls, SMS or mobile data usage packages, as applicable, that are not part of the monthly allowances provided as part of the particular Service plan as will be specified in the application form, and which can be purchased by the Customer separately.
- b) **"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).
- c) **"Customer"** means the person who purchases or subscribes to the Service.
- d) **"Etisalat"** means Emirates Telecommunications Group Company P.J.S.C. and any of its wholly-owned subsidiaries.
- e) **"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).
- f) **"Service"** means the postpaid mobile telecommunications service made available under the brand name 'Control Line' by Etisalat, as described in more details in Clause 3.
- g) **"Preferred Number"** means one single mobile number of another subscriber of Etisalat's mobile services that the customer can configure as a preferred number to make a certain number of free calls to such number as part of the applicable monthly allowance as further described in Clause 3.

3. 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 Customer may use the Service in the UAE and, subject to conditions, in other countries. The Service may be used for voice calls (e.g., local, national or international), SMS and mobile data usage, as applicable.
- b) The Service shall include a monthly allowance for voice calls and mobile data usage as will be specified in the Service Application Form.
- c) The Service will allow the Customer to purchase Additional Packs on a pre-paid basis enabling them to control additional expenditure that is not part of the monthly allowance provided as part of the particular Service plan.
- d) Any out of bundle (or 'pay-as-you-go') charges for voice, SMS or (subject to certain requirements) mobile data usage services that could be incurred by the Customer once they fully use the entire monthly allowance provided as part of the particular Service plan, shall be subject to sufficient credit balance on the Customer account.
- e) The Customer can make calls to the Preferred Number free of charge up to a monthly allowance of 1,000 (one thousand) minutes per month (i.e. the Fair Usage Policy for the calls to the Preferred Number). Once this allowance is fully consumed, the Customer will be charged for any further calls to the Preferred Number as per the normal local calls' tariff.
- f) Customer will be able to use the data covered by the applicable data allowance without speed restrictions, however, after consuming the amount of data covered by such allowance, the Customer will be continue enjoying non-stop data at a low speed of 64 Kbps only.

4. COMMENCEMENT & DURATION

- a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the **"Effective Date"**).

- b) The Agreement has a minimum term of one (1) month (the **"Minimum Term"**), which starts on the date on which Etisalat makes the Service available for use by the Customer (the **"Activation Date"**).
- c) **Unless terminated by the Customer in accordance with Clause 10 below, the Agreement shall be automatically renewed on a monthly rolling basis.**

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. 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

- a) Please see Clause 15 of the General T&Cs (Consumer) for the other charges, billing and payment provisions that apply to the Service.
- b) 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 well as the list of international destinations for each zones for any out of bundle rates, as will be communicated to the Customer upon subscription shall be as specified on the Etisalat website and/ or using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- c) The Customer will be invoiced in arrears on a monthly basis for the monthly rental charge for the respective Service plan.
- d) The monthly rental fees and the corresponding allowance for voice calls and mobile data usage included in the particular Service plan will be provided and calculated on a pro rata basis from the Activation Date until the end of the first billing period. Thereafter, starting from the next billing cycle the full monthly rental charge will apply and Customers will be provided with a complete monthly allowance.
- e) 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 calculated 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 obliged to pay the full monthly rental charge).
- f) The Customer may purchase Additional Packs by calling 101, by using the Etisalat mobile application or by using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- g) The Customer can obtain information about the available Additional Packs and applicable Charges at any time by calling 101, by using the Etisalat mobile application or by using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- h) Payment for any
 - (a) out of bundle voice call and SMS usage, or
 - (b) out of bundle mobile data usage in case the Customer decides to opt-in and agrees to incur out of bundle charges for any mobile data usage outside of the applicable monthly allowance, or
 - (c) Additional Packsshall be made by the Customer in advance and the advance payment will be credited to the Customer's account as a credit balance. Applicable charges for any such out of bundle usage and Additional Packs shall be then debited from such Customer's credit balance.
- i) The Customer may also decide to pay the monthly rental charges for the particular Service plan from the same credit balance.
- j) The Customer may check their remaining credit balance at any time by calling 101, by using the Etisalat mobile application or by using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).

- k) In the event that the Customer fails to pay the monthly rental charge as it appears on the bill on or by the due date, all outgoing calls, SMS and mobile data usage, as applicable, shall be temporarily suspended/ disabled even though the Customer may have a credit balance available on his/her account.
- l) If the Customer pays any amounts due before the Customer account is ceased due to non-payment, the temporary suspension of the Service will be lifted by Etisalat and the Customer will be able to continue using the credit balance on the Customer account.
- m) In the event that the Customer account is ceased due to non-payment, Etisalat shall have the right to deduct any outstanding amount from the Customer's credit balance to settle any such outstanding amounts.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- a) 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.
- b) The Customer shall be entitled to migrate their Service account or vary their subscription to the Service subject to fulfillment of the applicable eligibility requirements, if any, upon payment of any amounts due on the account.
- c) A request from the Customer to migrate a Service account or vary their subscription to the Service shall 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.
- d) Etisalat reserves the right to collect an advance payment from the Customer to cover the cost of connection or rental charges.

9. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

- 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 Etisalat.
- b) In the event that Etisalat terminates the Service in accordance with Clause 19 of the General T&Cs (Consumer), any advance payments and/or outstanding credit balance will be forfeited.
- c) In all circumstances, following suspension or disconnection and prior to termination, reconnection of the Service is possible, at Etisalat's discretion, provided (i) the Customer has settled any outstanding charges and (ii) the number(s) (if any) have not been reallocated by Etisalat.

10. TERMINATION BY THE CUSTOMER

- a) If the Customer wishes to terminate the Service, he/ she must give Etisalat prior written notice.
- b) Where the Customer terminates the Service, the Customer will not be entitled to a refund of any advance payments and/ or any outstanding credit balance. However, the Customer may transfer the same to another mobile account with Etisalat provided that the Customer notifies Etisalat of the transferee details prior to the termination of the Service.

11. 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).

12. VAT

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

