

Terms and Conditions

Freedom Live Plans



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, 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) “**Content Pass**” means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, video, social or internet calling) and additional non-telecom services (subscription offers for lifestyle services, accessory discounts, monthly raffles for access to events, meet and greets and other free giveaways) available for Postpaid Customers of Etisalat, which the Customer can subscribe to from Etisalat website, Etisalat self-care portal, My Etisalat UAE mobile app, Etisalat business centers and Etisalat contact center.
- (d) “**Etisalat**” means Emirates Telecommunications Group Company P.J.S.C.
- (e) “**Flexible Calls**” means local and international calls. The Customer may consult the list of countries to which he or she can make international calls to at www.etisalat.ae/fl, or through My Etisalat UAE mobile application.
- (f) “**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).
- (g) “**In-bundle Allowance**” means voice calls and mobile data allowances included in the Customer’s postpaid mobile telecommunications service plan forming the Service.
- (h) “**Local Calls**” means calls to local UAE numbers excluding premium local numbers (e.g. 600).
- (i) “**Minimum Term**” has the meaning given to it in Clause 4(b).
- (j) “**RLH Data**” means roam like home service which allows the Customer to use the subscribed Service allowance for data abroad (subject to applicable terms and conditions) - through existing Etisalat’s preferred roaming partners.
- (k) “**Service**” means the postpaid mobile service, as described in more detail in Clause 3.
- (l) “**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.

Etisalat provides the Customer free-of-cost 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.

- (m) “**Silver Category number**” means a special number which may be assigned to eligible Customers under the Service.
- (n) “**Standard Category number**” means number which is offered by default to the Customer.

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 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) There will be two options available for each plan. The Customer may opt to subscribe either to: i. the Local Minutes Plan or the Flexi Minutes Plan. For further details on different plan types please visit: www.etisalat.ae/fl.
- (c) The Customer will be notified via SMS upon activation of Service to opt in to free Content Pass (if applicable). Content Pass data within the plan will only be used for apps available within the Content Passes. Once the Content Pass data is consumed, the Customer will start usage for Content Pass app from the local data allowance within the plan. For more details on Content Passes, please refer to Etisalat’s website www.etisalat.ae/cp.
- (d) RLH Data will be available in specific plans under the Service. For more details on the RLH service and the list of preferred roaming partners, please refer to Etisalat’s website www.etisalat.ae/en/c/mobile/roam-like-home.jsp.
- (e) All eligible plans under the Service will have a fixed amount of data. Roaming Data will be available in specific plans under the Service. For further details on different plan types please visit: [insert link].
- (f) All eligible plans under the Service will have a free-of-cost certain number of Wi-Fi hours. For further details on please visit: [insert link].
- (g) GoChat application offer is offered on an ongoing basis i.e. Customers subscribing to any of the eligible plans at any time will get this entry benefit according to the below rules:
 - i. Unlimited GoChat data is valid for 12 months from eligible plan’s subscription date after which GoChat data will be consumed from inclusive base plan data allowance; and
 - ii. a Customer will get this benefit only once in his/her lifetime under same line irrespective of subscribed eligible plan under same family or different post paid families.

For further details on GoChat please visit: <https://www.gochatapp.net>.

- (h) All eligible Customers will be allowed to use the GoChat stickers within the GoChat messenger application.

- 1. 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).
- 2. Each of the plans under the Service 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. Data carry over rules are applicable to local data only.
- 3. Calls to premium numbers, such as those starting with a 600 prefix, are excluded from the Flexible Calls’ allowances provided by the Services plans.
- 4. The Customer may switch between any two Services plans once a month.

4. COMMENCEMENT & DURATION

- (a) 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”).
- (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 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”).

5. 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 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.

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) 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.
- (g) Charges for calls made post the consumption of minutes in the Customers’ Allowance can be found at the Frequently Asked

Questions (FAQs) section on the Etisalat website.

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 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. 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.

10. 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
 - i. terminates the Service before the expiry of this Minimum Term; or
 - ii. chooses to migrate from a Minimum Term plan to a non-Minimum Term plan before completing the Minimum Term; or
 - iii. elects to downgrade from his/her current Minimum Term plan to a different Minimum Term plan and the latter has a lower Monthly Recurring Charges “MRC” then the Customer shall pay an early termination charge, which shall amount to AED 1000 or one monthly rental charge of the current Service plan (whichever is lower).
- (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.

11. SERVICE PLAN MIGRATION

- (a) Where the Customer elects to migrate from his/ her existing Service plan to another plan, the existing free Content Passes will be migrated as per below rules:
 - i. If the Customer moves to another plan in the same Service plan family with the same or a greater number of included/ free Content Passes, then the existing Content Passes will move to the new plan; or
 - ii. If the Customer moves to another plan in the same Service plan family with a lesser number of included/ free Content Passes, then s/he will have to reduce the number of existing active passes to match the number Content Passes in the destination plan in order to migrate the Content Passes; or
 - iii. If the Customer moves to a plan in a different plan family with no included/ free Content Passes, then the active Content Passes will be removed.
- (b) Where the Customer elects to migrate from his/ her existing Service plan to another plan, the following rules will apply to GoChat:
 - i. In case of migrations between post paid plans that offer same GoChat benefits the Customer will continue to enjoy the benefit only for the remaining months i.e. she/he will not get another new 12 months (counter will not reset for the new migrated plan);
 - ii. In case of system migration to a non-Minimum Term eligible plan upon expiry of the Minimum Term plan or in case of migration to another eligible plan after completing 12 months’ benefit GoChat benefit will not be offered in such cases i.e. the Customer will get it only once in his/her lifetime;
 - iii. In case the Customer migrated from a plan with GoChat before completing 12 months to a non-eligible plan the Customer will lose his/her GoChat benefit. Additionally, if she/he came back to same plan or migrated to an eligible plan, she/he will not get GoChat benefit.

12. 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).

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.