

Terms and Conditions

All-in TV



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

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

- (a) "**Agreement**" means the entire contractual agreement between e& and the Customer, comprising 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) "**e&**" means Emirates Telecommunications Group Company PJSC.
- (d) "**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 and are available through the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (e) "**Minimum Term**" has the meaning given to it in Clause 4(b).
- (f) "**OTT Service**" means Over-The-Top content applications and streaming platforms provided to the Customer as part of the Service plan subject to the applicable terms of each OTT provider.
- (g) "**Service**" means the home service and/or postpaid mobile services incorporating a Smart TV device, as described in more details in Clause 3.
- (h) "**Smart Pay Service**" means a digital payment feature that enable eligible customers who have active subscriptions to postpaid mobile service and/or home service obtain selected device and bundled digital content service as described in more details in these terms and conditions.
- (i) "**Smart TV**" means television device enabled with internet connectivity and an integrated operating system that allows access to OTT Services, applications, and digital content supplied by e& to the Customer.

3. SERVICE DESCRIPTION

- (a) The Service is either a postpaid mobile telecommunication Service or a home service made available by e& eligible Customers with active subscriptions. The Customer may use the Service throughout the UAE subject to these terms and conditions.
- (a) The Service includes a Smart TV device supplied by e& on instalments basis along with OTT Services and Smart TV device warranty policy. The OTT Services are provided as bundled digital content services accessible through the Smart TV device or Customers compatible devices in accordance with these Service Specific Terms and the OTT provider policies.

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) The minimum commitment period for a subscription ("**Minimum Term**") that applies to the Agreement is stated in the application form. The Service may have a Minimum Term of 24 months.
- (c) Upon expiry of the applicable Minimum Term of the Service or upon termination of the Agreement by the Customer, the associated OTT Service shall also terminate. Please refer to Clause 13 for Termination.
- (d) The Customer may terminate the Service by providing e& with at least thirty (30) days prior written notice. Please refer to Clause 13 for Termination.
- (e) Any applicable Minimum Term shall start on the date on which e& makes the Service available to the Customer ("**Activation Date**").

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) All Charges and TV device instalment plans that apply to the Service are set out on e&'s website (www.etisalat.ae) and are available upon request by using any of the communications channels referred to in Clause 30 of the General T&Cs (Consumer)..
- (b) Please see Clause 15 of the General T&Cs (Consumer) for the other charges, billing and payment provisions that apply to the Service.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- (a) A request from the Customer to migrate a Service account or vary their subscription to the Service shall deemed to be an authorization to e& to transfer all 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. SAMSUNG GUARD ACTIVATION

- (a) The Customer acknowledges and agrees that the TV Service shall be delivered with an application which shall, on occurrence of events such as delay or non-payment of monthly payment instalments or breach of the agreement signed between the Customer and e&, or non-connectivity to the internet periodically, automatically activates the TV Service functionality restriction resulting in the disabling of the TV Service. The Customer confirms having read and understood the terms of sale and agrees that acceptance of this condition, including capturing of Smart TV device serial number for Service activation under Samsung Smart Upgrade – TV Guard is mandatory for the purchase of the TV Service.
- (b) TV Service refers to the Samsung Smart TV and other panel products authorized by Samsung equipped with the Smart TV application (Samsung Smart Upgrade – TV Guard) and sold by e& to the Customer.
- (c) The Smart TV application (Samsung Smart Upgrade) may activate the TV Service functionality restriction upon occurrence of events such as delayed payment, irregular or unavailable internet connectivity on Smart TV, or Smart TV repair or reset or denial of software service and software updates. When activate d, the restriction shall disable the use of the Smart TV except for the ability to change internet connectivity settings.
- (d) Where the TV Service functionality restriction is due to non-payment of outstanding dues then there may be some delay between the actual payment due date and actual activation of Smart TV functionality restriction.
- (e) The Smart TV application (Samsung Smart Upgrade) requires periodic internet connectivity for smooth operation of TV Service, hence dismissible messages will appear on Smart TV to connect internet whenever required. As part of the Service, access to and capture of the Smart TV device serial number into the Samsung Guard portal is required.
- (f) Periodic payment reminders and necessary alerts will be communicated to Customers.
- (g) Internet connectivity on Smart TV is mandatory to deactivate the Service restriction functionality normal viewing in case no outstanding dues are pending.
- (h) The Customer agrees to permit customer support, installation or setup technicians to access the Smart TV installation location and where necessary use their own internet hotspot or be given remote access to install the Smart TV application (Samsung Smart Upgrade) and accept Smart TV terms and conditions on behalf of Customer.
- (i) The Smart TV application (Samsung Smart Upgrade) may send/transmit limited information related to Smart TV Service over the internet to the Smart Upgrade servers. This helps monitor the health of the Service and ensures uninterrupted entertainment service for the user.
- (j) Payment for outstanding or pending dues must be settled through the e& mobile application or web portal.
- (k) The Customer agrees that the TV Service or its components once purchased may not be transferred or resold to another customer without prior notice and acceptance by e& during pending deferred payment dues.
- (l) The Customer agrees and acknowledges that the Smart TV Service is sold independently by authorized Samsung dealer in association with e& subject to the applicable terms and conditions of sale. The original equipment manufacturer ("OEM") shall not be liable for any claims, losses or damages, whatsoever, arising in connection with the sale, financing arrangements or the activation of the Smart TV or Service functionality restriction.

10. OTTS

OTT Services are provided as an additional benefit bundled with smart pay Smart TV device Service, subject to the following specifications:

- (a) OTT Services have a fixed validity of 24 months from the Service Activation Date, regardless of when the Customers complete the account activation on any OTT platform.
- (b) The Customer can only have one active "All-in TV" by e& OTT rate plan for the same OTT.
- (c) In case the Customers are subscribing for more than one Smart TV bundle under the same eLife account or same mobile account; they will only get the OTT benefits for **one of their bundles** and for the rest no OTT benefits will be activated for their account.
- (d) If the Customers want to subscribe to multiple "All-in TV" by e& models, they need to add the subscription to different account number to avail the OTTs.
- (e) OTT Services shall remain active only while the main smart pay Service is active. If the primary Service Agreement expires, or is terminated early, or is suspended for non-payment, the OTT Service(s) shall cease accordingly.
- (f) OTT Services activation instructions will be communicated to the Customer via SMS and/or email.
- (g) Each OTT platform may apply its own usage, access and content policies which the Customer must comply with.
- (h) If the the Customer has OTT benefits part of other packages on their account such as (**Postpaid freedom plans, eLife Neo plan, etc**) two separate items will be displayed in the Manage section of the e& mobile App.

11. Trade-In

- (a) Trade-In option shall only be available during the twenty-four (24) months of the Service.
- (b) Any Smart TV device submitted by the Customer for Trade-In must be in acceptable working condition, including as determined solely by e& subject to inspection at the time of collection.
- (c) Where the Smart TV device is found to be in an acceptable working condition, e& shall collect the existing/old TV device at the same time of delivery and installation of the new TV device under a new contract. The Customer acknowledges and agrees that no monetary compensation shall be payable to the Customer for the old TV device.
- (d) Where the old device is found to be in unacceptable condition at the time of inspection for trade-in, the upgraded service sales request (Upgrade SR) shall be canceled, and the Customer shall retain the old TV device. The existing Smart Pay plan for the old TV device shall be without any penalty charges.
- (e) In such case, the fleet team shall ask the Customer whether they wish to proceed with receiving the new TV device:
 - 1. If the Customer elects to proceed, the fleet team shall install the new TV device, close the relevant service request and a new contract and Smart Pay plan for the new TV device shall commence accordingly.
 - 2. If the Customer elects not to proceed, the new TV service request shall be closed and a penalty charge, in accordance with the applicable fleet visit fee, shall be applied to the Customer's account.

12. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

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&.

13. TERMINATION BY THE CUSTOMER

- (a) If the Customer wishes to terminate the Service, he/she must give e& (30) days' prior written notice or a shorter notice as stipulated by e&.
- (b) The Customer acknowledges that, upon receipt of the Customer's termination notice, it may take up to (30) days to terminate the Customer's account.
- (c) Where the Customer elects to terminate the Service before the expiry of the relevant Minimum Term, early termination charges may apply. These charges vary based on the TV device model, the Service plan and payment plan selected by the Customer, and the number of months remaining until the end of the applicable Minimum Term. The details of the applicable early termination charges are published on e& digital channels and/or are available through other communication channels used by e&.

14. Warranty

- (b) The Smart TV device provided as part of the Service are covered by two (2) years manufactures warranty. The TV devices are not returnable nor exchangeable except as permitted under the terms and conditions of the Smart TV device warranty policy.
- (c) Any unauthorised modifications and/or alterations to the Smart TV device, including but not limited to hardware or software changes may void the warranty. Any malfunction, damage, or inability to use the Smart TV device resulting from such unauthorised actions is not covered under the warranty provided under Clause 12 of the General T&Cs (Consumer) or the Smart TV device warranty policy terms and conditions.
- (d) Use of the Smart TV device constitutes acceptance of the TV Smart device terms and conditions and applicable third party terms and conditions, which are currently available at the websites of the relevant Smart TV device manufacturer(such as for example Samsung) and/or are available within the Smart TV device packaging and/or have been notified through other communication channels used by e&.

15. LIMITATION OF LIABILITY

Without prejudice to Clause (21) of the General T&Cs (Consumer), e& shall in no circumstance be liable to the Customer (or to any third party) for any direct or indirect loss or damage which may arise in relation to the Service or the Smart TV device except as provided in Clause (12) of the General T&Cs (Consumer) and the Smart TV device warranty policy terms and conditions.

16. 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).

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 e&

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