

# Terms and Conditions

## Emirati Freedom 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) "**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) Prestige Category means enhancing the Customer's profile in order to get the priority in Etisalat's customer centres -.
- (h) "**Premium Number**" means a special number in terms of the arrangement of the mobile number digits (e.g., ending with 00, or includes a sequence of digits like 123, or repeating digits like 1515 and so on).
- (i) "**Service**" means the postpaid mobile service, as described in more detail in Clause 3.
- (j) "**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 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) Smiles Points mean points which can be used on Etisalat's Smiles app for purchase of various benefits.
- (l) "**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/postpaid](http://Etisalat.ae/postpaid), or through Etisalat mobile application.
- (m) "**Unlimited Local Calls**" means unlimited calls to local UAE numbers.
- (n) "**RLH**" means roam like home service which allows the Customer to use the subscribed Service allowances (minutes and local data) abroad (subject to applicable terms and conditions) - through existing Etisalat's preferred roaming partners. Roaming In-flight service will not be part of this Emirati Freedom plan Service. For more details on the roam like home service and the list of preferred roaming partners, please refer to Etisalat's website [www.etisalat.ae/en/c/mobile/roam-like-home.jsp](http://www.etisalat.ae/en/c/mobile/roam-like-home.jsp).
- (o) "**RLH GCC**" means RLH while roaming in GCC countries

### 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 called Emirati Freedom plan and shall be available only to Emirati nationals. 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 '250 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) Certain plans of the Service enable the Customer Unlimited Flexible Calls or Unlimited Local Calls.
- (e) Calls to premium numbers, such as those starting with a 600 prefix, are excluded from the unlimited call offers provided by eligible Services plans.
- (f) Subject to Clause 10(a), the Customer without Premium Number may switch between any two Services plans once a month.
- (g) All plans under the Service have RLH GCC. Only specific plans under the Service have RLH for the whole world.
- (h) With certain plans of the Service which have the Minimum Term the Customer will be allocated Smile Points. The Smile Points have a validity period during which they can be used.
- (i) Customers subscribed to the Service will be upgraded to the Prestige Category.

### 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) 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) 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.
- (d) If the Customer was assigned a Premium Number with the Service, the Customer shall not be permitted during the Minimum Term to transfer or assign the right-of-use to the Premium Number to another customer, downgrade the Service or migrate the

Service to any other Etisalat mobile prepaid or postpaid plan or port out the Premium Number.

### 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. For the information on the applicable out of bundle rates please visit Etisalat's website: [www.etisalat.ae](http://www.etisalat.ae).
- ### 8. CUSTOMER CREDIT, Advance Payments & Deposits
- (a) Any request from the Customer to migrate a Service account or change 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 changed 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 terminates the Service before the expiry of this Minimum Term, 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) and in addition, the Customer shall pay additional early termination Charge for Smile Points (if applicable as per Clause 10 (d) below).
- (d) Subject to Clause 11 (c) below, the following rules apply for early termination Charges relating to Smile Points in the case the Customer terminates the Service during the Minimum Term:

- If the Customer already used any or all allocated Smile Points, the early termination Charge will be the full amount equivalent to allocated Smiles Points. For example, if 40,000 Smiles Points were allocated to the Customer, then the early termination Charge for the Smile Points will be AED 400. Any unused Smiles Points will remain with the Customer.
  - If no Smiles Points were used by the Customer, then no early termination Charge will apply in relation to the Smile Points and the allocated Smiles Points will be rolled back.
- (e) If the Customer terminates the Service before the end of the Minimum Term, the Premium Number will be returned back to Etisalat.
- (f) In case of termination of the Service and the cessation of the relevant mobile post-paid plan with Premium number. Etisalat is entitled to reassign the corresponding Premium Number to another user after the completion of a quarantine period of 12 months and the Customer will lose all its rights to such number and will no longer be able to use it.
- (g) During the quarantine period of 12 months, the Customer may raise a request to Etisalat for reactivation of the same Premium Number subject to the Customer subscribing again to the same mobile post-paid plan.
- (h) Prestige Category service: the Upon termination, Customers subscribed to the Service will be removed

from the Prestige Category.

**11. Plan downgrade or moving out of plan family or port out**

- (a) Where the Customer has selected a Service with a Minimum Term with Premium Number, the Customer is subject to restrictions under Clause 5 (d) above.
- (b) Where the Customer has selected a Service with a Minimum Term but has not obtained a Premium Number and downgrades or moves to another plan of the Service before the expiry of this Minimum Term, the Customer shall
- (c) Pay the early termination Charge mentioned in clause 10(a) above and in clause 11 (c) in relation to Smiles Points (if applicable).
- (d) If the Customer upgrades its plan within the Service, the Customer will be allocated the difference of the Smile Points between the respective plans immediately.
- (e) If the Customer downgrades its plan as per Clause 11(b) above, the Customer shall pay the following early termination Charges in relation to the Smiles Points:
- (f) If the Customer already used any or all allocated Smile Points, the early termination Charge will be the full amount equivalent to allocated Smiles Points for the original plan.
- (g) For example, if 100,000 Smiles Points were allocated

to the Customer, then the early termination Charge for the Smile Points will be AED 1000.

- (h) Any unused Smiles Points will remain with the Customer and the Customer will be allocated new Smiles Points for the respective downgraded plan.
- (i) If no Smiles Points were used by the Customer, then no early termination Charge will apply in relation to the Smile Points and the allocated Smiles Points will be rolled back and new Smiles Points will be allocated to the Customer as per the respective downgraded plan.

**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.