

# Terms and Conditions

## Premium Postpaid Plan (Gold and Platinum)



### 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) "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 service plan (i.e. the Bundle as defined in Clause 3(b)).
- (f) "Minimum Term" has the meaning given to it in Clause 4(b).
- (g) "Out-of-Bundle" means any voice calls, SMS and mobile data usage by the Customer in excess of the voice calls and mobile data allowance included in the Customer's Service plan (i.e. the In-bundle Allowance).
- (h) "Premium Number" means a special mobile number that includes unique digits and which has a high customer demand in the UAE. The Service will always involve the use of such Premium Number.
- (i) "Service" means the post-paid mobile service with a Premium Number made available by Etisalat under the name 'Premium Postpaid plans, as described in more detail in Clause 3.

### 3. SERVICE DESCRIPTION

- (a) The Service is a post-paid mobile telecommunications service made available to the Customer by using a SIM card issued by Etisalat. The Customer may use the Service throughout the UAE and in other countries. The Service may be used for voice calls, SMS and mobile data usage.
- (b) The Service may be offered to Customers in different packages or service plans which shall be made up of a Service "bundle" which may be inclusive of voice calls and mobile data allowances (the "Bundle"). Details of the Bundle subscribed to by the Customer shall be specified in the application form and will be made available via the Digital Channels.
- (c) The Customer will be entitled to use a Premium Number as part of the Service.

### 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 Minimum Term of the Agreement is twenty four (24) months (the "Minimum Term"). The Minimum Term shall commence on the date on which Etisalat makes the Service available to the Customer (the "Activation Date").
- (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.

### 5. CUSTOMER OBLIGATIONS & RESTRICTIONS

- (a) Please see Clause 8 of the General T&Cs (Consumer) for the provisions governing the Customer obligations and restrictions that apply to the Service.
- (b) The Customer shall not be permitted to transfer or assign the right-of-use to the Premium Number to another customer during the Minimum Term.
- (c) The Customer shall not be permitted to upgrade or downgrade the Service to a different Bundle or migrate to any other Etisalat mobile prepaid or post-paid plan during the Minimum Term.

### 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 Charges and the corresponding In-bundle Allowance will be calculated a provided 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 the Customer will be provided with the In-bundle Allowance on a monthly basis.
- (c) If the Service is terminated before the completion of any month, the bill covering the final billing period will cover that entire month's Charges.
- (d) If the Customer terminates the Agreement before the expiry of the Minimum Term, an early termination charge shall be applicable as follows:

***monthly rental charge covering (1) one month that is applicable to the respective Service plan***

- (e) 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.
- (f) 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

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) If the Customer terminates the Service before the end of the Minimum Term, the exit charges specified in Clause 7(d) shall be applicable.
- (d) If the Customer terminates the Service before the end of the Minimum Term, the Premium Number will be returned back to Etisalat and the Customer will lose all its rights 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 Premium Postpaid plan, Etisalat is entitled to reassign the corresponding Premium Number to another user after the completion of the 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.
- (f) During the same 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 Premium Postpaid plan. Without such new subscription, Etisalat has no obligation to reactivate such Premium Number for the Customer and the Customer will lose all its rights to such number and will no longer be able to use it.

### 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.

<sup>1</sup>Any 'Out-of-Bundle' use of mobile data shall be subject to the rules and requirements stemming from the applicable TRA's regulatory instruments.