

**Welcome to etisalat by e&.**

Please complete this form if you are applying for **Apps 360**. Please note that incomplete information may cause delays in service provisioning.

Existing Services Account No.:   -

**A. Company Information**

Company Name: .....

Billing Address in the UAE: ..... P.O. Box: ..... Emirate: .....

Office No.: ..... Fax No.: ..... TAX Registration No. (TRN) : .....

**Technical Contact Details:**

Name: ..... Mobile No.: ..... Email:.....

**B. Authorised Person Details**

Power of Attorney       Letter of Delegation

Name: .....

Title/Position of the Person: .....

Mobile No.: ..... Email: .....

ID Document Type:     Emirates ID       Passport

ID Document No.: ..... Date of Issuance: ..... Date of Expiry: .....

Nationality: .....

Please select the services required

**Apps 360**

Package Name	Short Description	12 Months Price (AED*/Month)
<input type="checkbox"/> <b>Apps 360 - Gold</b>	<ul style="list-style-type: none"> <li>• Android</li> <li>• iOS</li> <li>• Web (WPA)</li> <li>• English language</li> <li>• Logo Addition</li> <li>• Branding Color options</li> <li>• Technical support, Bug fixes, App updates</li> <li>• Up to 100 concurrent users (total number of people simultaneously accessing or using the App)</li> </ul>	AED 300
<input type="checkbox"/> <b>Apps 360 - Platinum</b>	<ul style="list-style-type: none"> <li>• Android</li> <li>• iOS</li> <li>• Web (WPA)</li> <li>• Arabic and English language</li> <li>• Logo Addition</li> <li>• Branding Color options</li> <li>• Technical support, Bug fixes, App updates</li> <li>• Up to 500 concurrent users (total number of people simultaneously accessing or using the App)</li> </ul>	AED 500

\*Prices are exclusive of VAT

3rd party charges will be additional and to be borne by customer

- Payment gateway
  - Delivery gateway,
  - Google/Apple developer accounts
  - SMS and Email gateway
- 

### **C. Billing and Payment**

Invoice Delivery:  eMail  Business Online Portal

eMail Address:  Same as above eMail  New eMail: .....



### 1. INTRODUCTION

- 1.1 Welcome, and thank you for your interest in Etisalat, Emirates Telecom Corporation. ("Etisalat"), and the Etisalat digital SaaS product marketplace platform consisting of the websites located at Etisalat.ae (including branded and white labeled subdomains of Etisalat.ae) and other related websites, services, applications, widgets, and networks owned or controlled by Etisalat (collectively referred to herein as the "Etisalat Marketplace"). Third parties who promote and market branded, white-labeled instances of the Etisalat Marketplace are referred to herein as "ISV's Independent Software Vendors".
- 1.2 The Etisalat Marketplace allows independent vendors to make certain features of their software as a service applications, or other product or service owned and operated by ISV's (each, an "Application") available to You through the Etisalat Marketplace. Each Application is provided by a third party Developer, subject to separate terms of use and privacy policy concluded directly with the ISV
- 1.3 Please read the following terms of service carefully, as they constitute a legal agreement between you and etisalat. by registering for, accessing, browsing, downloading or using the etisalat marketplace, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including the privacy policy and any additional policies and future modifications (collectively, the "terms"). if at any time you do not agree to these terms, please immediately terminate your use of the etisalat marketplace.
- 1.4 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.
- 1.5 These Service Specific Terms supersede any previous terms regarding the same subject matter.
- 1.6 If You are using or opening an account with Etisalat on behalf of a company, entity, or organization (collectively, a "Subscribing Organization") then You represent and warrant that You are an authorized representative of that Subscribing Organization with the authority to bind such organization to these terms, and that You agree to these terms on behalf of such Subscribing Organization. In such a case "You" and "Your" in these terms refers to (i) Your Subscribing Organization, (ii) You, an individual user, and (iii) any other Subscribing Organization personnel accessing and using the Etisalat Marketplace on Subscribing Organization's behalf.
- 1.7 By registering for, accessing, browsing, downloading, or using the Etisalat Marketplace, You acknowledge that You have read, understood and agree to be bound by these linked policies, as well as the terms available on this page.
- 1.8 Access to the Etisalat Marketplace. Subject to Your ongoing compliance with these Terms, Etisalat hereby grants to You permission during the Term to use the Etisalat Marketplace solely for Your internal business purposes (i) to search and browse Applications available through the Etisalat Marketplace; (ii) to manage subscriptions to and sign on to use Applications purchased through the Etisalat Marketplace; and (iii) in the case of a Subscribing Organization, to create individual user accounts allowing personnel of the Subscribing Organization to access and use the Etisalat Marketplace and Applications.
- 1.9 Account- When You set up an account on the Etisalat Marketplace, You will be issued a password. You may also establish individual user accounts and passwords under your master account. You are solely responsible for maintaining the confidentiality of your accounts and passwords, and for restricting access to them, and you agree to accept responsibility for all activities that occur under your accounts or passwords. Information you provide to Etisalat during registration and at all other times must be true, accurate, current, and complete. You also agree to keep this information accurate and up-to-date at all times. If you have reason to believe that your account has been compromised, then you agree to immediately notify Etisalat.

### 2. TERMS OF PURCHASE

- (a) "Applications" The Applications offered on the Etisalat Marketplace are made available by third party providers that are not affiliated with Etisalat and, as such, you agree that Etisalat is not responsible for such Applications. Your purchases of access to and use of Applications are concluded directly between you and the applicable Developer, and subject to that ISV's terms of use (the "ISV's Application Terms"), which you will have the opportunity to review and accept before processing your transaction. You agree to abide by the applicable Developer Application Terms.
- (b) "Customer Service" for assistance with questions regarding these terms (including any of the related policies) or other inquiries, please first refer to the help section of the etisalat marketplace. if you cannot find answers to your questions there, you can contact us on (i) SMB Customer Care: 800 5800; please note that support questions related to developer applications made available on the etisalat marketplace should be referred directly to the developer of the applicable application
- (c) "Transaction Processing" Transactions in respect of your purchases, are processed directly (and applicable fees are collected) by Etisalat, irrespective

of whether the transaction itself is concluded between you and Etisalat or You and a third party, such as an ISV. Recurring payments for periodic subscriptions are processed on the first of each calendar month in respect of that month.

- (d) "Payments" you agree to pay for all applications, products and services that you purchase through the etisalat marketplace, and we may charge your payment instrument for any such payments. You are required to keep your payment information with etisalat current, complete and accurate, and notify etisalat if your account is changed or canceled (e.g., if it is compromised or deactivated). You are responsible for all charges incurred under your account made by you or anyone who uses your account (including your employees, contractors, agents, or other personnel). If you fail to pay or your account is past due, we may collect fees owed using other collection mechanisms. Your account may be suspended without notice to you if payment is past due, regardless of the AED amount.
  - (e) "Taxes" You are responsible for paying any governmental taxes imposed on your use of the Etisalat Marketplace, including, but not limited to, sales, use or value-added taxes. To the extent Etisalat is obligated to collect such taxes, the applicable tax will be added to your billing account.
  - (f) "Refund Policy; Risk of Loss" Refund Policy; Risk of Loss. As between You and Etisalat, all fees relating to Applications, products and services are final and nonrefundable. Each ISV may have its own policies regarding refunds, as set forth in the applicable ISV Application Terms.
  - (g) "Availability of Content"; Purchases. Etisalat may make changes to or discontinue any of the Applications, products or services available within the Etisalat Marketplace at any time, and without notice. In the event that an Application or Service that you have purchased through the Etisalat Marketplace is no longer available through the Etisalat Marketplace, Etisalat will provide alternatives product and services options to choose from for you to migrate. If you decide against migration then, you must contact the ISV directly to ensure continuity of service during the remaining term of the applicable subscription.
  - (h) "Ownership" Proprietary Rights. The Etisalat Marketplace is owned and operated by Etisalat. The visual interfaces, graphics, design, compilation, information, products, software, services, and all other elements of the Etisalat Marketplace provided by Etisalat (the "Materials") are protected by UAE copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on the Etisalat Marketplace are the property of Etisalat or its subsidiaries or affiliated companies and/or third party licensors. All trademarks, service marks, and trade names are proprietary to Etisalat or its affiliates and/or third party licensors. You may not sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Etisalat reserves all rights not expressly granted in these Terms.
- ### 3. PROHIBITED CONDUCT. BY USING THE ETISALAT MARKETPLACE YOU AGREE NOT TO
- (a) Use the Etisalat Marketplace for any purposes other than (i) to browse Applications, purchase and manage subscriptions to Applications, and sign on to Applications You have purchased through, or imported into the Etisalat Marketplace, and (ii) to access other features of the Etisalat Marketplace as such services are offered by Etisalat.
  - (b) Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials, or use the Etisalat Marketplace on behalf of any third party.
  - (c) Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Etisalat Marketplace accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Etisalat Marketplace, or perform any other similar fraudulent activity.
  - (d) Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Etisalat Marketplace or User Submissions, features that prevent or restrict use or copying of any content or Applications accessible through the Etisalat Marketplace, or features that enforce limitations on the use of the Etisalat Marketplace or Applications.
  - (e) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Etisalat Marketplace or any Application, or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
  - (f) Modify, adapt, translate or create derivative works based upon the Etisalat Marketplace or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; interfere or attempt to interfere with the proper workings of the Etisalat Marketplace or any activities conducted on the Etisalat Marketplace.
  - (g) Connect the Etisalat Marketplace to any third party cloud-based service that maintains sensitive information such as: social security or other identification numbers, bank account numbers,

passport information, healthcare related information, medical insurance information, student information, credit and debit card numbers, driver's license and State ID information.

- (h) Access the Etisalat Marketplace with any bot, spider, crawler, or other automated system or process, or bypass robots.txt exclusion files or other measures Etisalat may use to prevent or regulate access to the Etisalat Marketplace.

### 4. THIRD PARTY SITES, PRODUCTS AND SERVICES; LINKS

- (a) "API Service" The Etisalat Marketplace may allow you to import certain information and content from third-party websites or services in order to make such information and content available or discoverable through the Etisalat Marketplace. By linking your account on the Etisalat Marketplace with your account(s) on such third-party websites or services, you authorize Etisalat to access, process, store, modify, and use all information and content you make available to Etisalat through such third-party websites and services in accordance with these terms and Etisalat's Privacy Policy. You are solely responsible for all information and content you make available to Etisalat through such third-party websites and services, and you represent and warrant that you have all necessary rights and authority to permit Etisalat to access and use such information and content as contemplated by these terms and Etisalat's Privacy Policy.
- (b) "Links" The Etisalat Marketplace includes links or references to other websites or services, including without limitation advertisers' and ISV's websites and Applications, solely as a convenience to Users (collectively referred to herein as "Reference Materials"). Etisalat does not endorse any such Reference Materials or the information, materials, products, or services contained on or accessible through Reference Materials. In addition, your correspondence or business dealings with, or participation in promotions of, ISV's, Syndication Partners, or advertisers found on or through the Etisalat Marketplace are solely between you and such third party. Access and use of Reference Materials and Applications, including the information, materials, products, and services on or available through Reference Sites is solely at Your own risk
- (c) "License Grant to Etisalat" The Etisalat Marketplace may allow You to submit content, including text, images, and other media files ("User Submissions"), such as when You create a profile or submit a comment on an Application. You retain all right, title and ownership to all intellectual property rights in original aspects of Your User Submissions. By submitting User Submissions to the Etisalat Marketplace, You hereby grant to Etisalat a worldwide, non-exclusive, perpetual, irrevocable, transferable, sublicenseable, assignable, fully paid-up, royalty-free, license to host, transfer, display, perform, reproduce, distribute, modify and otherwise utilize Your User Submissions in connection with developing, enhancing, providing, syndicating, promoting, and advertising the Etisalat Marketplace. You also agree to waive (and cause to be waived) any claims and assertions of so called "moral rights" with respect to Your User Submissions.
- (d) "User Submissions Representations and Warranties" You are solely responsible for Your User Submissions and the consequences of posting or publishing them. By uploading and publishing Your User Submissions, You affirm, represent, and warrant that: (1) You are the creator and owner of, or have all the necessary licenses, rights, consents, and permissions to authorize Etisalat to use and distribute Your User Submissions in the manner consistent with the features of the Etisalat Marketplace and these Terms; (2) Your User Submissions do not and will not: (a) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, libel, or invade the right of privacy or other property rights of any other person; and (3) Your User Submissions do not contain any viruses, adware, spyware, worms, or other malicious code or any content or file that may have the effect of compromising any security or access control feature of the Etisalat Marketplace or of any Application. Violators of third party rights may be subject to criminal and civil liability. Etisalat reserves all rights and remedies against any Users who violate these Terms.
- (e) "User Submissions Disclaimer" You understand that when using the Etisalat Marketplace You will be exposed to User Submissions or other content from a variety of sources, and that Etisalat is not responsible for the quality, accuracy, usefulness, or intellectual property rights of or relating to such User Submissions and other content. You further understand and acknowledge that You may be exposed to User Submissions (including without limitation communications with other users through public postings, private messaging, chat, or other similar features) and other content that is inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against Etisalat with respect thereto. Etisalat does not endorse any User Submissions, and Etisalat expressly disclaims any and all liability in connection with User Submissions and other content. Etisalat reserves the right to determine in its sole discretion whether to remove any User Submission or other content. For

- clarity, Etisalat does not permit copyright infringing activities on the Etisalat Marketplace.
- (f) "Copyright" It is Etisalat's policy to respond to notices of alleged infringement that comply with the UAE Copyright Act. In addition, Etisalat will promptly terminate without notice the accounts of those determined by Etisalat to be "repeat infringers".
- 5. MODIFICATION OF THESE TERMS; MODIFICATION OF FEES**
- (a) "Terms" Etisalat reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms to the Etisalat Marketplace. Please check these Terms and any Policies periodically for changes. In the event that such modifications materially alter your rights or obligations, Etisalat will use commercially reasonable efforts to notify you of the change, such as through the use of a pop-up window in the Etisalat Marketplace, or by sending an email to the address you provide upon registration. Your continued use of the Etisalat Marketplace after the changes become effective constitutes your binding acceptance of such changes. Except as stated elsewhere, such amended Terms or fees will automatically be effective upon the earlier of (a) Your use of the Etisalat Marketplace with actual notice of the new terms, or (b) thirty (30) days after they are initially posted on the Etisalat Marketplace; provided however, that any dispute that arises under this Agreement shall be resolved according to the version of the Terms that were in place at the time the dispute arose
- (b) "Fees" Certain functions on the Etisalat Marketplace may have fees associated with them. When you use a service that has a fee, you have an opportunity to review and accept the fees that you will be charged based on our stated fees, which we may change from time to time. Etisalat may choose to temporarily change the fees for Etisalat's services for promotional events or new services, and such changes are immediately effective when Etisalat posts the temporary promotional event or new service on the Etisalat Marketplace. Any changes to fees for the Etisalat Marketplace or any Etisalat services that are not temporary or promotional will be effective thirty (30) days after we provide you with notice by posting such changes on the Etisalat Marketplace. Unless otherwise stated, all fees are quoted in AED. For avoidance of doubt, this section does not refer to changes to fees for use of Applications
- 6. LIMITATION OF LIABILITY AND DAMAGES**
- (a) "Limitation of Liability" under no circumstances, including, but not limited to, will etisalat or its affiliates, contractors, employees, agents, or third party developers, partners, licensors, or suppliers be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation damages arising from any unsuccessful court action or legal dispute, lost business, lost revenues or loss of anticipated profits arising out of or relating to these terms or that result from your use or your inability to use the materials, the etisalat marketplace or any reference sites, or any other interactions with etisalat, even if Etisalat or an Etisalat authorized representative has been advised of the possibility of such damages. applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. in such cases, Etisalat's liability will be limited to the fullest extent permitted by applicable law.
- (b) "Limitation of Liability" In no event will Etisalat or its affiliates, contractors, employees, agents, or third party developers, partners (including syndication partners), licensors, or suppliers total liability to you for all damages, losses, and causes of action arising out of or relating to these terms, or your use of the Etisalat marketplace, or your interaction with other Etisalat marketplace users (whether in contract, including negligence, warranty, or otherwise), exceed the amount paid by you.
- 7. DEFINITIONS**
- (a) "Acceptable Use Policy" is set forth in the Online Services Terms or as otherwise made prominently available by Etisalat.
- (b) "Administrator" means a Customer-designated individual (or by default, the authorized signatory of the Agreement) who manages the Customer Account.
- (c) "Administration Center" means a portal for an Administrator that provides end-user and account-management tools, and a centralized control for administration and deployment of the Services
- (d) "Agreement" means the entire contractual agreement between Etisalat and the Customer in relation to the Service, comprising of those constituent parts listed in Clause 2.1 of the General T&Cs (Business).
- (e) "Customer Account" means an account for a particular Customer that is required to access and utilize the applicable Services.
- (f) "Customer content" means any files, documents, recordings and other information belonging to Customer, Users or others as uploaded to Customer's Account for storage and/or used, presented or shared in connection with the Services, and is not related to Etisalat servicing or accessing Customer's Account
- (g) "Customer" means the person / entity who purchases or subscribes to the Service.
- (h) "Etisalat" means Emirates Telecommunications Corporation and any of its wholly-owned subsidiaries.
- (i) "Named Authorized User/NAU" means those Customer-designated individuals who may access and use the Services in accordance with the Agreement. Each NAU must have a Named User ID. Customer-designated individuals may include, by way of example, employees, contractors, consultants and agents or third parties with whom Customer transacts business as designated by an Administrator.
- (j) "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services which are published on Etisalat's website and re available through the other communications channels referred to in Clause 34 of the General T&Cs (Business).
- (k) "Minimum Term" has the meaning given to it in Clause 4(b).
- (l) "Online Services Terms" means the terms that apply to your use of the Service available at <http://www.Etisalat.ae> rights or such other online source made available by Etisalat for this purpose. The Online Services Terms include terms governing the Customer use of the Service that are in addition to the terms in the Agreement.
- (m) "Related Service" is the eligible Etisalat service (as determined by Etisalat from time to time) to which the Service may be added to.
- (n) "Service" means the provision of the Software, as described in more detail in Clause 3.
- (o) "Network" means the telecommunications system(s) that are owned, operated or used by Etisalat to provide the Service.
- (p) "User" means user of the Service for which the Customer subscribed to the Service according to the terms of the Agreement and which forms part of the Customer's business/ operations in that it might be the Customer's employee, contractor or an agent but excludes any third party.
- (q) "Subscription Model" means one or more variations of the Services made available to the Customer and listed in the Service Application Form.
- (r) "Technology" means the source code, object code or underlying structure, ideas or algorithms of the Service or any software, SIM Cards, Etisalat Equipment, data and documentation related to the Service.
- (s) "Web Portal" means a portal provided by Etisalat, which the Customer can access through a username and password.
- (t) "Etisalat SaaS Marketplace" A marketplace component that connects two or more parties to conclude a transaction and thus can generate and benefit from real network effects. (Software as a Service) component that offers software features to one—or more—of the parties.
- 8. TERMINATION BY THE CUSTOMER**
- (a) The Customer may terminate the Service by giving one month's notice in accordance with the General Terms & Conditions (Business).
- (b) On termination of the Agreement, the Customer must immediately cease using the Software the same applies in relation to any and all Users for which the Service was discontinued by the Customer without also terminating the whole Agreement.
- (c) In the event of early cancellation of a Service by the Customer, an early termination charge will apply. The early termination charge shall be equal to:
- 3.c.1. For services subscribed for annual commitment one hundred percent (100%) of the up-front payment for Customers that have signed up for the Up Front Payment Plan and that have terminated the Service after the Effective Date of this Agreement and before the Service Activation Date;
- 3.c.2. For the monthly based subscription services One hundred percent (100%) of the remaining monthly recurring charges until the expiry of the Minimum Term for Customers that have signed up for the Monthly Installment Plan.
- 9. TRANSITIONAL USE**
- At Customer's election after termination and with reasonable notice to Etisalat, Etisalat will continue to make the M2M Control Center Service available for up to 90 Days while Customer transitions to other services, provided that Customer pays all fees due and continues to honor the terms of this Agreement.
- 10. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT**
- (a) Please see Clause 17 of the General T&Cs (Business) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.
- (b) The Customer acknowledges and agrees that in case of Suspension of the Service, Etisalat may discontinue providing the Service and the Customer will not have access to any data related to the Service and cannot use any parts of the Service. The Customer acknowledges and agrees that if the cause of the Suspension is not rectified by the Customer to the reasonable satisfaction of Etisalat within maximum sixty (60) days following the Suspension of the Service, the Customer will not be able to use the Service anymore and any and all Customer accounts and data related to the Service will be deleted by Etisalat irrevocably, provided that Etisalat will not provide any back-up services to the Customer, and accordingly it will not be liable for any liability and /or issue resulting out of this clause (10)
- 11. CONTACTING ETISALAT**
- (a) The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business)) by using any one of the following communication channels: (i) Enterprise Customer Care: 800 9111; (ii) SMB Customer Care: 800 5800.

---

## D. Your Authorisation

I/We clearly understand that by completing and signing this application form, I/we conform to Etisalat's Terms and Conditions of **Apps 360**. The Terms and Conditions of this service is an integral part of Etisalat's Terms and Conditions of the associated services.

I hereby authorize the Service Provider to use the Google Play and Apple Store credentials for publishing and maintaining the Mobile App for this Service. I assure you that I have obtained such authorization from the person(s) owning such credentials.

Name of Applicant: .....

Position/Title in the Company: ..... Date of Application: .....

Signature of Applicant	Company Stamp
------------------------	---------------

---

## For official use only

### Companies

Copy of authorised person ID       Letter of authority       Original valid trade license

Employee ID: ..... Signature: .....

Mobile No.: .....

Stamp
-------

For Channel Partners / Franchise

