

# application form Mobile Cashier Plan



Serial No.: .....

Contact No.: .....

Date: .....

Welcome to Etisalat.

Please complete this form if you are applying for **Mobile Cashier Plan**. Please note that incomplete information may cause delays in service providing.

## A. Type of request

Contact Number: .....

Mobile Cashier Service Number: .....  
(Etisalat mobile number only)

New Mobile Cashier merchant     Existing Mobile Cashier merchant    Number for Mobile Cashier Billing: .....

## B. Application Type

Company Name: .....

Trading License #: .....  
(Incase of company application)

Issued Date: .....    Expiry Date: .....

Establishment Card: .....

Issued Date: .....    Expiry Date: .....

## C. Contact details

Power of Attorney     Letter of Delegation

Name: .....

Title/Position: .....

Contact#: .....    Telephone#: .....    Ext.: .....

Email ID (Mandatory): .....

ID Type: .....     Emirates ID

ID No.: .....    Nationality: .....

Issue Date: .....    Expiry Date: .....

### Mailing Address:

PO Box: .....    Office/Building: .....    Floor: .....

Street: .....    Nearest Landmark: .....

City: .....    Emirate: .....

Remark: .....

## D. Mobile Cashier Plan

Mobile Cashier Plan	Stand-Alone	Essential	Essential Lite		Essential Plus	
			Standard	National	Standard	National
Monthly Fee	AED 119	AED 199	AED 239		AED 299	
Number of subscriptions						
Card Reader + Printer	Included	Included	Included	Included	Included	Included
Smart Phone*	NA	Included	Included	Included	Included	Included
Bank commission**	NA	Waived	Waived	Waived	Waived	Waived
Local Minutes	NA	NA	49	200	130	500
International Minutes	NA	NA	49	NA	130	NA
SMS	NA	NA	49	49	130	130
Data (MB)	NA	NA	49	49	130	130
CUG Minutes included	NA	150	10,000	10,000	10,000	10,000
Rebate (AED)	NA	20	NA	NA	NA	NA

\* Smartphone is included upon signing and renewal of contract every 12 months (models may change upon stock availability).

\*\* You can also enjoy 0% bank commission on the first successful AED 1,500 transaction value every month.

\*\*\* All calls are based on per-second billing.

All prices exclude VAT.

The contract is auto-renewed every 12 months.

All Mobile Cashier plans come with a minimum of **12 months contract** with applicable early termination charges.

Applicable early termination charges (Below amount multiplied by the remaining months of the 12 months subscription contract)	
Mobile Cashier Standalone	AED 34
Mobile Cashier Essential	AED 101
Mobile Cashier Essential Lite	AED 121
Mobile Cashier Essential Plus	AED 127

Opt-out from Etisalat promotional SMS

## H. Billing and Payment

Invoice Delivery:  eMail  B2B

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

## I. Your authorisation

I/We clearly understand that by completing and signing this application form, I/we conform to Etisalat's Terms and Conditions of **Mobile Cashier Plan**. The Terms and Conditions of this Service is an integral part of Etisalat's Terms and Conditions of the associated Services.

Name of applicant: .....

Position/Title in the company: ..... Date of application: .....

Signature of applicant

Company stamp/Signature of the Recipient\*

\*Incase Authorized person other that Customer is receiving the device

## For official use only

Issuing Etisalat representative: ..... Title: .....

Location: ..... City: .....

Email ID: ..... Phone No.: .....

Channel partner stamp & sales person name

# Terms and Conditions

## Mobile Cashier Plan

### 1. INTRODUCTION

These Terms and Conditions shall govern the supply of the mobile cashier service (the "Service" as defined hereunder) by Etisalat to any party using the Service (the "Customer" as defined hereunder). Upon commencing use of the Service, the Customer is deemed to have read, understood and accepted these Terms and Conditions.

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 Etisalat General Terms & Conditions (Business).

### 2. DEFINITIONS

- (a) "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).
- (b) "Customer" means the person / entity who purchases or subscribes to the Service.
- (c) "Etisalat" means Emirates Telecommunications Group Company PJSC and any of its wholly-owned subsidiaries.
- (d) "General T&Cs (Business)" means Etisalat's General Terms and Conditions for business products and services, which are published on Etisalat's website ([www.etisalat.ae](http://www.etisalat.ae)) and are available through the other communications channels referred to in Clause 34 of the General T&Cs (Business).
- (e) "Initial Term" has the meaning given to it in Clause 4(b).
- (f) "Mobile Cashier Plan" means the plan to which a Customer subscribes to in the Service Application Form.
- (g) "Service" means the Mobile Cashier service, as described in more detail in Clause 3.

### 3. SERVICE DESCRIPTION

The Service is an Etisalat digital payments Service that provides Customers with the ability to accept credit card, debit card and cash payments (the "Payment Methods") in a secure, controllable and auditable format on-the-go directly on a smartphone instead of a traditional checkout register.

When subscribing to the Service, the Customer will be provided with a card reader and printer (the "Payment Devices"), which can be operated by making use of an Etisalat SIM Card. Depending on the Mobile Cashier Plan to which a Customer subscribes to in the Service Application Form, the Service may also include a smartphone, postpaid mobile telecommunication services and a mobile application that enables access to the Etisalat mobile cashier Service.

The Customer acknowledges that Etisalat may change, at its discretion, the technical specification of the Service when any such changes do not materially affect the substance or the performance 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 Agreement has an initial minimum term of (12) months ("Initial Term"), which starts on the date on which Etisalat approves the Service (the "Activation Date"). Following the expiry of the Initial Term, the contract shall renew for successive terms, each of twelve (12) months, until terminated by either parties in accordance with the provisions on termination. The Initial Term will restart in the event of any upgrade, downgrade or change of the Customer's then-current Etisalat Mobile Cashier Plan during the term of this Agreement.
- (c) An exit charge will apply in the event of the occurrence of one or more of the following events at any point during the term of the Agreement: (i) an upgrade, downgrade, change or termination of the Service; and/or (ii) a Customer's request to change or replace the Payment Devices and/or the smartphone provided as part of the Service, unless the replacement is covered by the warranty given by Etisalat to the Customer. The exit charge applicable to the Service is available on the Etisalat website ([www.etisalat.ae](http://www.etisalat.ae)) or otherwise provided to the Customer. These exit charges shall apply in conjunction with and without prejudice to any other exit charges that may apply when the Customer terminates other Etisalat services.

### 5. ETISALAT'S OBLIGATIONS

- (a) The Customer will indemnify and defend Etisalat against all claims and proceedings (actual or threatened) arising out of the Customer's performance of its obligations under these Terms and Conditions.
- (b) Etisalat is not liable for any damage, loss, cost and/or expense whatsoever, negligence, delays, inaccuracies, or disputes related to: (i) any wrong actions or inactions by the bank impacting the service delivery; and/or (ii) the card acceptance financial settlement that is provided by the bank; (iii) transfer of the fund to the Customer was not properly achieved by the bank; (iv) any missing or interruption of date or duplicate records or errors by the bank system; (v) any cessation, interruption of financial transactions which are due to any act or omission of the bank; (vi) any failure by the bank to comply with any relevant requirement or regulation or law under the applicable laws.

### 6. CHARGES, BILLING & PAYMENT

- (a) In addition to Clause 12 of the General T&Cs (Business), the following provisions shall apply to the Service:

- (b) Etisalat is entitled to suspend, disconnect or terminate any part or all of the Service and remove any Etisalat equipment from the Customer's premises in the event the Customer's payment is overdue, or if the Customer has exceeded their billed and/or unbilled credit limit. Failure to receive bills does not constitute a valid reason for non-payment.
- (c) The minutes included in the Mobile Cashier Plan will be consumed on a per-minute basis. Out of bundle charges will be charged on a per-second basis.
- (d) Etisalat may carry out credit reference checks on the Customer as deemed necessary.
- (e) The details of all tariffs, promotions, Charges and reconnection fees applicable to the Service as updated from time to time will be available on the Etisalat website ([www.etisalat.ae](http://www.etisalat.ae)).

### 7. EQUIPMENT WARRANTY

#### 7.1 Smartphone and Tablets

For smartphones obtained as part of the Mobile Cashier Plan, the warranty for Etisalat Sold Equipment as set in the General Terms & Conditions (Business) will apply.

#### 7.2 Payment Devices (card reader, printer, etc)

- (a) In the event of an issue with the Payment Devices, the Customer is required to register a complaint with the Etisalat Customer Care on 8005800 or any particular Etisalat Business center specified on the Etisalat website ([www.etisalat.ae](http://www.etisalat.ae)). In case a Payment Device needs to be replaced, Etisalat would visit the Customer to replace the faulty device or the Customer may get it replaced in a Business Center communicated by Etisalat at the time the Customer registers the complaint.
- (b) Responsibility of safe-keeping of the Payment Devices and the smartphone lies with the Customer.
- (c) For the Payment Devices, the warranty for Etisalat Equipment as set in the General Terms & Conditions (Business) will apply. Warranty applies only if a Payment Device has no damage other than standard wear and tear. Any damage done to the devices because of misuse, overcharging, power fluctuation will not be covered under the warranty and a replacement charge will apply.
- (d) Warranty claim assessment is the sole right of Etisalat. Etisalat holds the right to apply or waive the replacement charges.

### 8. ROAMING

- (a) The use of the Payment Devices while accessing an overseas network (roaming) is prohibited.
- (b) International roaming may be provided as part of the Service for Customers that subscribe to the Mobile Cashier Essential, Mobile Cashier Essential Lite and Mobile Cashier Essential Plus Tariff Plans, subject to availability and specific agreement with the overseas network provider.

- (c) The Customer acknowledges that the quality and availability of the overseas network provider is beyond the control of Etisalat and Etisalat is not responsible for the quality and availability of Service of any overseas network.
- (d) The Customer acknowledges that he/she shall be charged for incoming and outgoing usage whilst roaming and he/she agrees to pay all such charges for international roaming. The applicable roaming charges are made available on the Etisalat website ([www.etisalat.ae](http://www.etisalat.ae)). Etisalat reserves the right to hold a deposit for roaming as it deems appropriate in each case.

### 9. CUSTOMER INFORMATION

Before subscribing to the Service, the Customer must satisfy Etisalat's customer identification and registration requirements.

### 10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation shall be governed by the laws of the UAE and the Parties submit to the exclusive jurisdiction of the courts of the UAE.

### 11. SUGGESTIONS FROM CUSTOMERS

Etisalat welcomes suggestions from the Customer related to the introduction/development of the Service etc. However, the Customer shall be fully responsible for the genuineness of any such suggestions. Etisalat does not assure adoption and/or enforcement of such suggestions nor does it pay any specific amount against enforcement of any suggestion (unless this is mutually and specifically agreed upon). Etisalat shall not be held responsible towards any third party for any claims arising out of any suggestions introduced or implemented at any time.

### 12. SEVERANCE

If any provision of the Agreement (or part of any provision) becomes invalid, illegal or unenforceable, the validity and enforceability of the other provisions of the Agreement shall not be affected. In such circumstances the Parties shall negotiate in good faith to amend such provision such that as amended, it achieves as nearly as possible the same commercial effect, as the provision which is found to be invalid, illegal or unenforceable.

### 13. WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall preclude or restrict the further exercise of that right or remedy.