



Terms and Conditions

Freedom Plan

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 and any of its wholly-owned subsidiaries.
- (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) "Annual Add-On" means an additional and optional allowance that can be purchased by the Customer, which shall be valid for up to twelve (12) months, where the usage of such allowance shall be available to the Customer upon completion of the subscription process in relation to this Annual Add-On until the expiry of the Annual Add-On Fixed Term or the full consumption of the entire allowance by the Customer, whichever comes earlier, but the Customer shall pay the purchase price for the Annual Add-on in monthly instalments over a period of twelve (12) months. The content of the Annual Add-on allowance will depend on the nature of the respective Annual Add-On purchased by the Customer and will consist of local data and/ or flexi minutes, which flexi minutes can be used for making local and international calls.
- (g) "Minimum Term" has the meaning given to it in Clause 4(b).
- (h) "Service" means the postpaid mobile service, as described in more detail in Clause 3.

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 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) The Service includes the option for the Customer to purchase one (1) Annual Add-On at a time. The Annual Add-On has a fixed term of twelve (12) months calculated from the date of completion of the subscription process in relation to this particular Annual Add-On ("Annual Add-On Fixed Term").
- (c) Any Annual Add-On allowance not utilized during the Annual Add-On Fixed term cannot be carried forward (i.e. it will expire). The Customer cannot upgrade or downgrade the Annual Add-On during the Annual Add-On Fixed Term.
- (d) The consumption of the Annual Add-On allowance will commence only once the Customer has fully utilised

the respective In-bundle Allowance for the Service and has also fully utilised any other allowances purchased by the Customer by way of add-on services, if any. The termination of the Service will automatically lead to termination of the Annual Add-On.

- (e) 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).

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) The Minimum Term starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").
- (d) For avoidance of doubt, the optional Annual Add-On has a separate fixed term of twelve (12) months calculated from completion of the subscription process in relation to this Annual Add-On.

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- 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&EQ section) and/ or using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).

8- CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- (a) Any request from the Customer to migrate a Service account or vary their subscription to the Service shall be 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.
- (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, it may take up to thirty (30) days to terminate the Customer's account.
- (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 be calculated as the current Service plan monthly rental for one month
- (d) Where the Customer purchased an Annual Add-On and terminates the Annual Add-On before the expiry of the Annual Add-On Fixed Term, the Customer shall pay an early termination charge for the Annual Add-On, which shall be calculated as follows:

monthly instalment Charge x the number of months remaining until the completion of the Annual Add-On Fixed Term.

For avoidance of doubt, any termination of the Service will automatically lead to a termination of the Annual Add-On.

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.