

Terms and Conditions

Premium Postpaid Plans (Gold & 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. 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 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**").

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 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 multiplied by the number of months remaining of the Minimum Term.

- (e) A 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.
- (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, it may take up to 30 days to terminate the Customer's account.
- (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.

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).