

Five All-rounder Plan - Service Specific Terms



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 in relation to the Service, comprising of those constituent parts listed in clause 2 (b) and 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 also available through the other communications channels referred to in clause 2(h) of General T&Cs (Consumer).
- (e) "Minimum Term" has the meaning given to it in clause 4(c).
- (f) "Service" means bundle of telecom services (international voice, regular local data, WhatsApp local data) and additional non-telecom services contained in the FIVE All-Rounder bundles (Switch TV, Arena Gaming, eWallet, Takaful Insurance, JioSaavn and GoChat Messenger) available for Prepaid Five plan customers of Etisalat as described in more detail in clause 3, which the Customer can subscribe to via USSD.
- (g) "Content" means music, gaming, video or other rich content in the form of streaming, downloads, cloud gaming etc. provided by Partners through the Partner's website or Partner's applications for the Service as defined in (i) below
- (h) "Partner" means the third party that has contracted with Etisalat for the provision of the Service/Content.
- (i) "Partners' applications for the Service" means a software application developed by Partner for use on mobile devices and tablets that use a particular mobile operating system, which application delivers, inter alia, audio-visual content to particular mobile devices that use that mobile operating system;
- (j) "Customer's Account" means the account created by the Customer to access the subscription service operated by the Partner.

3. SERVICE DESCRIPTION

- (a) The Service is a subscription and access pack for one or more FIVE All-Rounder bundles. Service details are available at www.fivemobile.ae.
- (b) General Rules of the Service:
- The bundle and the benefits are one-time and will not auto-renew;
 - International minutes are valid only for calls to India, Pakistan or Bangladesh;
 - Data benefit can be used for usage within UAE only;
 - Unused allowances will be forfeited after the expiry of the plan;
 - The plans will co-exist with other data and combo packages;
 - In case of co-existing data packages, the regular data package with earlier expiry will be consumed first;
 - Customer will receive unlimited data to access the apps specified in clauses 3(c), 3(d), 3(e), 3(g), and 3(h) below;
 - Customers shall have no right to move between the plans (daily, weekly, monthly) while the plan is still active;
 - Multiple subscription to the plans (daily, weekly, monthly) is not allowed;
 - While the Service is active, Customer will be notified about their usage at 50%, 80% and 100% consumption of the voice/daily data usage limit. Customer may also dial *135*50# to subscribe and to manage the plan and check the balance.
- (c) The following rules shall be applicable only to Switch TV:
- Customer will be able to opt for one (1) free pack from the list of eligible Switch TV packs valid for one (1) day (24 hours), seven (7) days, or one (1) month (30 days), based on the Customer's FIVE All-Rounder plan subscription;
 - The selection must be made within the validity period of the Service;
 - Customer will have to download the Switch TV app to receive this benefit;
 - If the Customer is already subscribed to any Switch TV pack through the Switch TV app the Customer may not activate the same type of benefit;
 - This benefit will be available with the daily, weekly and monthly FIVE All-Rounder plans.
- (d) The following rules shall be applicable only to Arena Gaming:
- Customer will be able to opt for one (1) free pack from the list of eligible Arena Gaming packs valid for one (1) day (24 hours), seven (7) days, or one (1) month (30 days), based on FIVE All-Rounder plan subscription;
 - The selection must be made within the validity period of the Service;
 - Customer will have to access www.arenagaming.ae to receive this benefit;
 - If the Customer is already subscribed to any Arena Gaming pack

through Arena, the Customer may not activate the same type of benefit;

- This benefit will be available with the daily, weekly and monthly plans.
- (e) The following rules shall be applicable only to eWallet:
- Customer will be able to opt for one (1) free international remittance using eWallet App (the remittance fee will not be charged) - valid for one (1) month (30 days) from the activation of the Service;
 - The opt-in shall be made within the validity period of the bundle;
 - Customer will have to download eWallet app to receive this benefit;
 - Customer will have to register in the eWallet App in order to activate the free remittance benefit;
 - This benefit will be available with the monthly plan only.
- (f) The following rules shall be applicable only to Takaful Insurance:
- Customer will be able to opt for free Takaful monthly cover of AED 100,000 valid for one (1) month (30 days);
 - If the Customer is already subscribed to any existing Takaful offers, the Customer will have to cancel it first in order to benefit from the Service;
 - This benefit will be available with the monthly plan only.
- (g) The following rules shall be applicable only to JioSaavn:
- Customer will be able to opt for JioSaavn Pro Music subscription valid for one (1) month (30 days);
 - The opt-in shall be made within the validity period of the Service;
 - If the Customer is already subscribed to a JioSaavn pack, the Customer may not activate the same type of benefit;
 - This benefit will be available with the monthly plan only.
- (h) The following rules shall be applicable only to GoChat Messenger:
- Access to Service as well as unlimited data for usage are included;
 - Customer will be able to make voice and video calls to other GoChat App users worldwide;
 - Customer shall download GoChat app and register the account there with the same number used to subscribe to the Service in order to receive this benefit;
 - Customer can also use the other features of the app: news, games, stickers, messaging, etc;
 - In-app purchases, e-Wallet fees and other fees are not included into this bundle and shall be paid by the Customer;
 - This benefit will be available with the daily, weekly, and monthly plans.

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 Service shall commence on the Effective Date.
- (c) The Agreement has a term of one (1) day (24 hours), one (1) week, or one (1) month (30 days) ("Minimum Term") depending on the Customer's choice of the FIVE All-Rounder bundle Service, which starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").
- (d) Five All-Rounder plans (Daily, Weekly and Monthly) are available only as a limited period promotion, with no auto-renewal.

5. CUSTOMER OBLIGATIONS, RESTRICTIONS & USE OF SERVICE

The Customer acknowledges and agrees to the following:

- 5.1 Prior to accessing and using the Partners' applications for the Service, the Customer must review and agree to the Partners' standard terms and conditions and End-User Licence Agreement (EULA) in respect of the Service, as applicable, and as may be updated from time to time by the Partner at its discretion. The EULA to use the Service and its Content are solely agreed by and between the Customer and the Partner.
- 5.2 By subscribing to the Service, the Customer accepts the Service terms and condition set out by the Partner.
- 5.3 The Service is provided and operated by Etisalat as a licensee only in the United Arab Emirates, Etisalat is not responsible for and make no representations or warranties that the Service or any associated service (s), product available through the service is appropriate or available for use in other jurisdictions outside UAE. Those who access or use the Service from other jurisdictions including from within any other Service location do so at their own risks and responsibility and are entirely responsible for compliance with all applicable local laws and regulations. Etisalat will not be liable nor responsible for any breach, violation, Intellectual Property Rights or other rights infringement in relation to the Service or Content provided by the Partner and any third party in any jurisdiction outside UAE.
- 5.4 Using the service from outside the United Arab Emirates will be subject to the roaming data charges available through Etisalat communication channels as per clause 12 below.
- 5.5 Customer's access to the Service or to certain features of the Service may require the Customer to register for an account and login information. The Customer is solely responsible for maintaining the confidentiality of the Customer's account and password, and the Customer agrees to accept every and any responsibility for

all activity under the Customer's account, including unauthorized use of the Service by any third party that accesses the Partner's application for the Service through the Customer's Account.

- 5.6 The Customer may be offered special promotional plans or subscriptions offered by third parties in conjunction with their own services and products. Etisalat is not responsible or liable for any loss or damage that may be suffered by the Customer as result from the product purchase or service subscription or relating to content provided by such third parties, and the Customer shall be responsible for compliance with the applicable terms and conditions and EULA for the third party products and services.
- 5.7 The quality of the Service may vary from device to device capability, and may be affected by a variety of factors, such as Customers location, the bandwidth available through and/or speed of Customer internet connection and service.
- 5.8 Other than any connectivity or the Service or other services provided by Etisalat, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and Etisalat will not be responsible nor liable for all aspects of the third party software. Customer also agrees to automatically receive updated versions of the applications/website and related third party software.
- 5.9 Etisalat does not make any express or implied warranties, representations or endorsements whatsoever (including warranties of title or non-infringement, or warranties as to merchantability or fitness for a particular purpose) with regard to the Service or any material or content on the Service (including any Content). In particular, Etisalat disclaims all warranties:
- As to:
- the availability of any such Content;
 - the accuracy, quality or merchantability of any such Content;
 - compliance with any description or requirement of any such Content;
 - the quality of any Content accessed by Customer through your use of the Service will meet your expectations; or
 - any errors in the Service will be rectified; or
 - the uninterrupted viewing of or access to any such Content;
 - And that any such Content will not:
- contain any obscene, offensive, defamatory or otherwise actionable material;
 - contain any advertising and promotional messages;
 - violate or infringe any Intellectual Property Rights or proprietary, privacy or publicity rights of any person, or violate any obligation of confidence or any other proprietary right;
 - contain any viruses, Trojan horses, time bombs or other disabling devices intended to detrimentally interfere, damage, surreptitiously intercept or expropriate any equipment, system or network; or
 - contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.
- 5.13 Use of the Service and access to it shall:
- 5.13.1 be at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.
- 5.13.2 be for personal use in the United Arab Emirates and any commercial use or exploitation of the Service is restricted and not allowed.
- 5.13.3 Under no circumstances, be shared, used or transferred to any person or entity, which does not officially reside in the United Arab Emirates or who does not possess a valid residence visa or Emirates ID.
- 5.14 The Customer agrees to use the Service, including all feature and any functionalities associated with it in accordance with all applicable laws and regulations, or other restrictions on use of the Service or Content therein. The Customer agrees not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative work from, offer for sale, or use (except as explicitly authorized in this Agreement) content and information contained in or obtained from or through the Service. The Customer also agrees not to: circumvent, remove, alter, deactivate, degrade any of the content Service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Service; insert any code or product or manipulate the Content of the Service in any way; or use any data mining, data gathering or extraction method. Etisalat may terminate or restrict the Customers use of the Service if the Customer violates the terms of this Agreement or is engaged in illegal or fraudulent use of the Service.
- 5.15 Customer assumes total responsibility and risk for the Customer's use of the Service. Any Content accessed, streamed or otherwise obtained through the Customer's use of the Service is done at the Customer's sole discretion and own risk and to the maximum extent permitted by applicable laws and regulations. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the Service or on the Internet generally.
- 5.16 To the extent permitted by applicable law, Customer agrees to defend, indemnify and hold Etisalat harmless, and its Affiliates and their respective officers, directors, employees and agents from and against any and all actions, claims, proceedings, costs (including legal costs incurred by Etisalat or any of the Etisalat Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced

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against Etisalat or any of the Etisalat Affiliates by any person and/or which Etisalat or any of the Etisalat Affiliates may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of:

- (i) Customer access to or use of the Service or any Content;
- (ii) Customer breach of any of the Agreement terms and conditions;
- (iii) any action taken by Etisalat as part of its investigation of a suspected violation of this Agreement or as a result of its finding and decision that a violation of this Agreement has occurred;
- (iv) Customer infringement or violation of any rights of a third party; or
- (v) Customer infringement or violation of any applicable law.

5.17 Customer's obligations under this clause shall survive any termination of Customer access to and use of the Service or Customer relationship with Etisalat. Etisalat reserves the right to assume control of any matter subject to indemnification by Customer, in which event Customer shall cooperate with Etisalat in asserting any available defenses.

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 subscription fee will be confirmed to the Customer prior to subscription.
- b) The Customer will be notified of all Charges that apply to the Service. The Customer agrees to pay all Charges, whether or not the Customer uses the Service, including those incurred without the knowledge or permission of the Customer.
- c) All Charges are to be paid in advance.

8 CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

8.1 No deposit will be required for this Service.

9 OTHER SPECIFIC PROVISION

Etisalat reserves the right to take such steps as Etisalat believes are reasonably necessary or appropriate to enforce and/or verify

compliance with these Service Specific Terms.

10 SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

10.1 Subject to applicable laws and regulations Etisalat may suspend / disconnect or terminate immediately the use of part or all of the Service and/or the Agreement, with or without notice and without exposing itself to any liability, at any time, in the event that:

- (i) Etisalat has reasonable grounds to consider that: (a) the Customer has breached any provisions of the Agreement; or (b) unusual usage or suspected fraudulent activity has occurred on the Customer's Account;
- (ii) Etisalat is required to do so under any applicable laws or regulations, or under any other regulatory requirements, or upon request by Government or regulatory or security or other competent authorities, or is required by necessity of an emergency situation;
- (iii) the operations, security or efficiency of a Service is impaired by the Customer's use of the Service or Customer equipment connected to the Service;
- (iv) In the event the circumstances set out in clause 14 of the General T&Cs (Consumer) are applicable, Etisalat may suspend the Service and provide a refund.
- (v) As per clause 19 of the General T&Cs (Consumer).

10.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension. Further, Etisalat shall have the right to recover any reasonable costs and expenses incurred during the implementation of such suspension or disconnection, any fees payable in relation to the suspension / disconnection or reconnection of the Service will be stated in the Service Application Form for the Service, the Service Specific Terms and/or on the Digital Channels.

10.3 Following suspension, Etisalat shall reactivate a Service only when Etisalat is satisfied that the reason for suspension has been resolved.

10.4 Etisalat may, when it deems it necessary and appropriate to do so and where there is no fault by the Customer, terminate all or part of the Service and/or the Agreement. In this event, Etisalat will give the Customer reasonable notice prior to such termination.

10.5 Etisalat will notify the Customer and (if applicable) give the

Customer the opportunity to rectify the situation prior to any suspension / disconnection or termination of the Service.

11 TERMINATION BY THE CUSTOMER

- a) Customer can cancel or deactivate the Service at any point of time, however, the daily/ weekly/ monthly Charges will be implemented and will not be refunded. Etisalat will not be liable for damages or costs of any sort resulting from such termination. The Customer will continue to have access to the Service until the end of the term.
- 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.

12 CONTACTING ETISALAT

- a) The Customer may contact Etisalat to discuss the Service, or any other product or service offered by Etisalat, by calling the Etisalat Contact Centre on 101 within the UAE, by calling 00971 8002300 (from an Etisalat number) or 00971 40044101 (from a non-Etisalat number) if calling from outside of the UAE, by visiting any Etisalat point of sale, or by using one of the other contact methods stated on the Digital Channels.
- b) Any complaints should be directed to Etisalat's Customer Care Department, who can be reached by email at care@etisalat.ae or through one of the other communications channels referred to in clause 12(a).

13. VAT

- a) Please see clause 32(a) of the General T&Cs (Consumer) for the provisions governing VAT (Value Added Tax) that apply to the Service.
- b) All Service prices are inclusive of VAT.

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