Etisalat – General Terms & Conditions
(Business)
Issue date: 23 MAY 2018
1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General T&Cs (Business), the following definitions apply:

“Activation Date” means the date on which Etisalat activates or makes available the Service (all or part thereof) to the Customer.

“Affiliate” means: (i) any entity or person wholly owned or controlled, whether directly or indirectly, by a Party as at the date of the Agreement; or (ii) any other entity or person as agreed by the Parties from time to time.

“Agreement” means the agreement between Etisalat and the Customer in respect of the Service recorded in the documents described in Clause 2.1 (Structure of the Agreement).

“Charges” means the fees payable for the Service under the Agreement and as further specified for each Service in the Service Application Form, or in accordance with the tariffs and charges prevailing at the time of usage, or as notified to the Customer by Etisalat (i.e. in a Commercial Schedule).

“Commercial Schedule” means the commercial document containing, amongst other things, the Charges for the Service which, when agreed between the parties, constitutes a part of the Agreement.

“Confidential Information” means the content of the Agreement or any other information that is not generally known to
the public and that is (a) used developed or obtained by Etisalat in connection with its business, products and services, (b) copyright works, (c) all technology and trade secrets, (d) inventions, devices, new developments, methods and processes, (e) customers and clients database and personal information, (f) drawings, photographs and reports, (g) computer software including operating systems, applications and programs, (h) all similar and related information in whatever form.

"Content" means any information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML "hyperlink", third party posting or similar means) including all Marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

"Customer" means the commercial or other entity that has purchased and /or subscribed to a Service, as set out in the Service Application Form.

"Customer Account" means an account for the Customer designated and managed by Etisalat.

"Customer Equipment" means equipment (including Software embedded in or run on such equipment), other than Etisalat Equipment or Etisalat Sold Equipment, used by the Customer in connection with the Service.

"Customer Site" means the place owned, leased or otherwise under the control of the Customer at which Etisalat provides the Service to the Customer.

"Content" means any information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML "hyperlink", third party posting or similar means) including all Marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

"Customer" means the commercial or other entity that has purchased and /or subscribed to a Service, as set out in the Service Application Form.

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"Customer Equipment" means equipment (including Software embedded in or run on such equipment), other than Etisalat Equipment or Etisalat Sold Equipment, used by the Customer in connection with the Service.

"Customer Site" means the place owned, leased or otherwise under the control of the Customer at which Etisalat provides the Service to the Customer.
“Digital Channels” means:

(i) the official websites of Etisalat, available at www.etisalat.ae and onlineservices.etisalat.ae; and

(ii) the official mobile app of Etisalat, available by the name “Etisalat UAE”.

“Effective Date” means the date on which the Agreement is in full force and effect, this being the date on which the Customer submits a signed Service Application Form or otherwise when Etisalat registers the Customer’s subscription or purchase of the Service.

“Etisalat” means Emirates Telecommunications Group Company PJSC.

“Etisalat Equipment” means any equipment (including Customer Equipment), Software, systems, cabling, plant and/or facilities owned, licensed or leased by Etisalat which is supplied to the Customer and/or may be placed on the Customer Site by or on behalf of Etisalat for provision of the Service.

“Etisalat Sold Equipment” means equipment sold to the Customer (including Software licensed to the Customer) pursuant to a Schedule as set out in the Service Application Form.

“Fixed Term” means the fixed period during which the Service is provided to the Customer, being longer than one month, which is agreed to when the Service is purchased or subscribed to by the Customer.

“Force Majeure Event” has the meaning given to it in Clause 22.1 (Force Majeure).
“General T&Cs (Business)” means this document.

“Internet” means the international interconnected network of networks using the TCP/IP protocol to exchange data communications.

“Intellectual Property Rights” means any intellectual property rights including without limitations; trademarks, rights in designs, patents, copyright, moral rights database rights, rights in know-how, inventions and Confidential Information in each case whether registered or unregistered together with applications for the grant of any or forms of protection having equivalent or similar effect to any of the foregoing which are owned by a party or used in connection with this Agreement.

“IP” means Internet Protocol.

“Marks” means any trademark, service mark, logo or indication of origin used by a Party to identify its business and services.

“Minimum Term” means the initial service period of any Service or component of a Service, which shall commence on the Activation Date and shall expire after 30 days from the Activation Date or at the end of the Fixed Term, as applicable, and as further described in Clause 3.3 (Commencement and Duration).

“Network” means the telecommunications system(s) that are owned, operated or used by Etisalat to provide the Service.

“Party” means either Etisalat or the Customer; “Parties” means both Etisalat and the Customer.

“Shipment” means this document.
“Service” means each individual enterprise product or service to be provided by Etisalat to the Customer, as described in the relevant section of the Service Application Form regardless of whether multiple Services are applied for in the same Service Application Form. For example, if the Customer orders multiple telephone lines then each telephone line constitutes a separate Service.

“Service Application Form” means the Etisalat approved medium through which the Customer indicates their intention to purchase or subscribe to the Service, and includes physical forms and applications made online, through SMS/USSD channels, IVR, Etisalat’s mobile applications or through voice calls and, if attached, any applicable Commercial Schedules.

“Service Specific Terms” means the specific terms and conditions relating to the Service.

“Software” has the meaning given to it in Clause 19.2 (Intellectual Property).

“Term” means the term of the Agreement, which is effective from the Effective Date, and shall continue to apply until the applicable term of the Service has either expired or been terminated.

“TRA” means the Telecommunications Regulatory Authority of the UAE.

“UAE” means the United Arab Emirates.

“UAE Dirhams” means United Arab Emirates dirhams being the lawful currency of the UAE.

“User” means anyone who is properly permitted by the Customer to use or access the Service purchased or subscribed to by the Customer.

“Issue date: 23 May 2018

References:

- TRA: Telecommunications Regulatory Authority of the UAE.
- UAE: United Arab Emirates.
- UAE Dirhams: United Arab Emirates dirhams being the lawful currency of the UAE.
1.2 Interpretation

In these General T&Cs (Business) and unless the context otherwise requires:

(a) headings and bold type are for convenience only and do not affect the interpretation of the General T&Cs (Business);

(b) references to the Parties and Clauses are references respectively to the Parties and Clauses to and of these General T&Cs (Business);

(c) words importing the singular include the plural and vice-versa;

(d) where the words ‘include(s)’, ‘including’ or ‘in particular’ are used, they are deemed to have the words ‘without limitation’ following them;

(e) in the event of any inconsistency between the Arabic text and the English text, the Arabic text shall prevail;

(f) each of the Services set out in the Service Application Form will have effect as if set out in these General T&Cs (Business); and

(g) where a term or acronym appears in capital letters and is not specifically defined in this Agreement it shall have its industry standard meaning as would be reasonably understood by a customer or supplier of telecommunications or information technology services.

2. STRUCTURE OF THE AGREEMENT
2.1 The agreement between Etisalat and the Customer in respect of the Service supplied by Etisalat for use by the Customer is recorded in the following documents:

- (a) the accepted Service Application Form(s);
- (b) the Charges (which will be published on the Digital Channels and/or issued by Etisalat to the Customer in a Commercial Schedule);
- (c) the Service Specific Terms;
- (d) these General T&Cs (Business);
- (e) Etisalat’s Privacy Policy;
- (f) any other information expressly incorporated into the agreement; and
- (g) where applicable, any supplementary terms that may be incorporated into the Agreement from time to time (for example, specific terms for add-on services).

2.2 The Service shall be subject to the terms and conditions set out in the documents listed in Clause 2.1 (Structure of the Agreement). In the event of any conflict between provisions of the documents making up this Agreement, the order of precedence shall be as set out in Clause 2.1 (Structure of the Agreement) (in order of decreasing precedence) unless explicitly stated otherwise. Where the provisions in a document with a higher precedence modify or conflict with some but not all of the provisions in relation to a particular issue addressed in another document with a lower precedence, the provisions in the document with a lower precedence shall apply.
3. **COMMENCEMENT & DURATION**

3.1 The Customer is legally bound by terms of the Agreement on and from the Effective Date.

3.2 Etisalat reserves the right to reject any submitted Service Application Form for any reason, whether previously accepted by Etisalat or not, including but not limited to the inability or impracticality of providing the Service.

3.3 The Service will be provided to the Customer on an indefinite month-to-month basis, or for a fixed period ("Fixed Term"), the length of which is agreed to when the Service is purchased or subscribed to by the Customer.

3.4 The initial service period for the Service shall commence on the Activation Date and shall expire at the end of the Minimum Term. If the Customer orders the Service on an indefinite month to month basis, the Customer’s Minimum Term shall be the initial thirty (30) day period after the Activation Date. If the Customer orders a Service with a Fixed Term, the Minimum Term shall be equivalent to the initial Fixed Term.

3.5 Unless and until the Service is terminated by either Party or expires in accordance with the provisions contained in the Agreement, the Term for the Service will automatically be extended for an indefinite period on a month to month basis, unless another period is agreed between the Parties, on the terms and conditions (including remaining related provisions in the document with lower precedence) shall remain valid and in force to the extent that it is practicable for them to do so.

Remaining related provisions in the document with lower precedence shall remain valid and in force to the extent that it is practicable for them to do so.
3.6 The Agreement shall be applicable for the Term.

4. NEW SERVICES

The Customer may apply for a new service by completing the relevant Service Application Form for that Service. The Customer may also apply for any new offer relating to the Service by completing the necessary formalities intimated by Etisalat. Etisalat will be entitled to accept or reject the application for a new Service or new offer. When an application for a new Service or offer is accepted by Etisalat, the new Service or offer will be added to the Agreement, and the Agreement shall be deemed varied to include the Service Specific Terms and/or any or any supplementary terms pertaining to such new service or offer.

5. ADD-ON SERVICES

5.1 The Customer may apply for a new add-on service by completing the subscription process. When an application for a new add-on service is accepted, these General T&Cs (Business) will apply to such add-on service unless explicitly excluded.

5.2 It is acknowledged that add-on services may be purchased or subscribed to using physical forms, applications made online, through SMS/USSD channels, IVR, using the eLife TV services, using any of the Etisalat applications or through voice calls.

prices) that apply at the time of such extension.

6.3 تطبيق الاتفاقية وفقاً للسماحة الزمنية.

4. الخدمات الجديدة

يجوز للعميل التقدم بطلب الحصول على خدمة جيدة من خلال استكمال نموذج طلب الخدمة ذات الصلة. ويجوز للعميل التقدم بطلب أية عروض جديدة تتعلق بالخدمة الحالية من خلال استكمال الإجراءات الرسمية التي تحددها "اتصالات". وسيكون من حق "اتصالات" قبول أو رفض طلب الخدمة الجديدة أو طلب العرض الجديد. عند قبول "اتصالات" طلب الخدمة الجديدة أو العرض الجديد، ستتم إضافة الخدمة الجديدة أو العرض الجديد إلى الاتفاقية التي تتضمن الشروط والأحكام الخاصة بالخدمة أو/و أي شروط وأحكام تكميلية للخدمة الجديدة أو العرض الجديد.

5. الخدمات الإضافية

1.5 يجوز للعميل التقدم بطلب خدمة إضافية جديدة وذلك باستكمال إجراءات الاشتراك. عند الموافقة على طلب الحصول على الخدمة الإضافية الجديدة، فإن هذه الشروط والأحكام العامة (خدمات الأعمال) ستنطبق على تلك الخدمات الإضافية، مالم ينص صراحة على خلاف ذلك.

2.5 يجوز شراء الخدمات الإضافية أو الاشتراك بها باستخدام النماذج الورقية والطلبات المقدمة عبر الإنترنت من خلال قنوات SMS/ USSD أو IVR، أو باستخدام خدمات eLife TV، أو خلال استخدام أية تطبيقات من "اتصالات" أو المكالمات الصوتية.
6. USE OF SERVICES: CUSTOMER OBLIGATIONS AND RESTRICTIONS

6.1 The Customer shall use the Service for its own professional purposes, without adversely affecting third parties and provided that:

(a) the Customer uses the Service in accordance with the terms and conditions of the Agreement, duly fulfilling its obligations;

(b) the Customer operates in compliance with the provisions of the applicable laws (including the laws of the UAE), telecoms legislation or regulations, and in accordance with public order and good morals;

(c) the Customer complies with any licences to which the Service may be subject; and

(d) the Customer remains responsible for any access and use of the Service by its Users, all Charges incurred and compliance with all terms and conditions by it and its Users under this Agreement.

(e) the Customer undertakes to keep up-to-date information and records of all Users, at any point in time, who access or use Services that use a SIM card.

6.2 Subject to any other requirements laid down by law or other provisions of this Agreement, the Customer undertakes not to use or allow the Service to be used by third parties to:

(a) knowingly receive, upload, download, transmit, disclose, distribute, send or otherwise circulate information, data,
material and/or Content which is contrary to public morality, obscene, defamatory, illegal or is otherwise offensive, disturbing, fraudulent, or malicious, or which violates any laws or regulations, or is in breach of any intellectual property rights, confidence, privacy or any other rights, or which comprises of a virus or other item liable to cause loss or damage;

(b) violate or infringe any third-party intellectual and/or industrial property rights, including without limitation, not to post any copyright material to any public forum or mailing list without the explicit permission of the copyright holder;

c. send messages causing any threat, harassment, annoyance, inconvenience or anxiety to any person;

d. send unsolicited electronic communications (including but not limited to spamming or bulk commercial e-mails) to anyone;

e. gain or attempt to gain access to any computer system connected to the Internet or to any private information or resources without the written approval of the owners or holders of the rights to such systems, information or resources;

(f) impersonate another user or falsify another person’s information;

(g) resell, trade in, or remarket the Service, receive any charge or benefit from the use of the
Service, or share the Service without the prior approval of Etisalat;

(h) attempt to receive any Service or permit others to attempt to receive any Service without paying the applicable Charges or for fraudulent use;

(i) bypass, or attempt to bypass the Network, reverse engineer the Service, or to interconnect without authorisation to any telecom or other network;

(j) move, modify, relocate, or in any way interfere with the Network; and / or

(k) undertake any criminal or unlawful purpose.

6.3 All Voice Over Internet Protocol services provided by unlicensed providers where a licence is required are prohibited. This includes but is not limited to services, software or hardware that use the Internet as a means of communications.

6.4 The Customer will indemnify and keep harmless Etisalat, its officers, Affiliates, employees, agents and subcontractors against any liabilities or costs arising from any and all claims by any third party – including Users – in connection with the use of the Service in breach of this Agreement.

6.5 Etisalat may at its discretion, and without notice, deny access to, remove or modify any information, data, material and/or Content that may be defamatory, offensive, illegal, may have infringed any third party’s intellectual property rights, be in breach of this Clause (Use of
6.6 Fair Usage. The Service is offered for the Customer's reasonable use. Excessive use of the Service beyond that which, in Etisalat's reasonable discretion, is normal and reasonable and which has the potential to negatively impact the quality of service available to other Customers may result in Etisalat taking measures including throttling the Service which may impact the desired or expected speed, or suspending or terminating the Service in accordance with Clause 15 (Suspension or Termination by Etisalat).

6.7 Etisalat is not responsible for material or information contained in any third-party Content that is accessible through the Service. The Customer is solely responsible for all Content that it transmits (whether by electronic communications, voice or other means) and for determining the suitability of all accessed Content.

7. ACCESS TO CUSTOMER SITE, HEALTH AND SAFETY

7.1 The Customer shall grant or shall procure the grant to Etisalat at its own expense of rights of access to each Customer Site, including obtaining any licenses, waivers and consents where Etisalat requires access to a Customer Site or requires to make alterations in respect of a Service. Access includes the ability to review information and right to construct, and install access lines (including cabling or ducting), Etisalat Equipment,
Etisalat Sold Equipment, and Network facilities or to inspect, test, maintain, protect, investigate, modify, improve, repair, replace or remove the same. Etisalat shall not be responsible for any delay in supplying the Service if the Customer delays in obtaining such consents or authorizations.

7.2 The Customer shall provide all necessary plans of the Customer Site and/or clearance prior to Etisalat commencing any installation and maintenance in respect of the Service.

7.3 The Customer shall ensure that all Customer Sites at which Etisalat installs, maintains and provides the Service are suitable and safe working environments and free from any unreasonable risk to health and safety. The Customer shall advise Etisalat in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site.

7.4 Provision of internal cabling or ducting within a Customer Site from the Etisalat termination point to the Customer's telecommunications room will be provided at the Customer's choice upon one of the options below:

(a) the Customer will arrange the onward connectivity from the Etisalat termination point to its telecom room within the Customer Site at its own cost; or

(b) Etisalat will arrange the connectivity to the Customer's telecom room and will bill the Customer the associated Charge. In addition, the Customer is responsible for إصلاحها، أو استبدال أو إزالة ما ذكر أعلاه. ولن تكون “اتصالات” مسؤولة عن أي تأخير يتعلو بتوريد الخدمة إذا تأخر العميل في الحصول على هذه الموافقات والتصريح.

2.7 يجب على العميل أن يوفر جميع المخططات اللازمة لمواقع العميل أو المخالصة قبل بدء "اتصالات" بأي من أعمال التركيب والصيانة الخاصة بالخدمة.

3.7 يجب على العميل أن يضمن بأن تكون جميع مواعيد التي ستم_progressi "اتصالات" فيها ببنية ملائمة وآمنة للعمل وخلالية من أي مخاطر غير معقولة على الصحة والسلامة. ويجب على العميل أن يقدم المشورة إلى "اتصالات" خصيص بشأن جميع قواعد وقوانين الصحة والسلامة وأية متطلبات أمنية أخرى ومعقولة مطبقة في موقع العميل.

4.7 سيتم توفير كابلات أو أنابيب داخلية في موقع العميل من النقطة الطرفية لـ "اتصالات" في غرفة اتصال العميل، وفقاً لأحدى الخيارات التالية:

أ. يقوم العميل وعلى حسابه الخاص بإجراء الترتيبات اللازمة للربط من نقطة الربط الطرفية "اتصالات" باتجاه غرفة اتصال العميل الخاصة به والتي تقع ضمن مقره، أو

ب. تتولى "اتصالات" عملية الربط مع غرفة الهيئي مقر العميل، وسيتم فورترة ذلك وتحمل التكاليف على العميل، إضافة إلى ذلك، سيكون العميل مسؤولًا عن أية أعمال مدنية وتوزيع الكابلات.
arranging any civil works and cable trunks.

8. ETISALAT EQUIPMENT

8.1 Where Etisalat provides Etisalat Equipment to the Customer or installs Etisalat Equipment at the Customer Site, the Etisalat Equipment will remain Etisalat’s property at all times and Etisalat may need to alter or replace it from time to time.

8.2 Unless provided otherwise, Etisalat Equipment made available to the Customer as part of a Service must be returned to Etisalat when the Service ends. If the Customer fails to return the Etisalat Equipment in accordance with this Clause (Etisalat Equipment), Etisalat may charge the Customer for non-return of the Etisalat Equipment.

8.3 The Customer must look after any Etisalat Equipment provided to the Customer and comply with any instructions provided by Etisalat or its representative from time to time. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to the Etisalat Equipment, and is advised to fully insure the Etisalat Equipment for risk of loss, theft, destruction, and damage.

8.4 The Customer will not allow any charges, mortgages or any other encumbrances to be created over the Etisalat Equipment.

8.5 Responsibility for the reporting of faulty, damaged or lost Etisalat Equipment rests with the Customer.

1.8 When Etisalat provides Etisalat Equipment to the Customer or installs Etisalat Equipment at the Customer Site, the Etisalat Equipment will remain Etisalat’s property at all times and Etisalat may need to alter or replace it from time to time.

2.8 Unless provided otherwise, Etisalat Equipment made available to the Customer as part of a Service must be returned to Etisalat when the Service ends. If the Customer fails to return the Etisalat Equipment in accordance with this Clause (Etisalat Equipment), Etisalat may charge the Customer for non-return of the Etisalat Equipment.

3.8 Responsibility for the reporting of faulty, damaged or lost Etisalat Equipment rests with the Customer.
8.6 The Customer shall not attempt to relocate, repair, modify, or in any way interfere with the Etisalat Equipment (or any words or labels on the Etisalat Equipment), nor permit a third party to do so.

8.7 If replacement of the Etisalat Equipment or maintenance is required as a result of:

(a) misuse or neglect of, or accidental or wilful damage to the Etisalat Equipment by the Customer, or its User(s);

(b) fault in, or any other problem associated with, the Customer Equipment or any system that Etisalat does not cover; or

(c) if the Customer fails to comply with the terms of this Agreement, then Etisalat will charge the Customer at its current hourly rates for maintenance services and/or any replacement of Etisalat Equipment.

8.8 If Etisalat Equipment needs repair or replacing through no fault of the Customer, Etisalat will not charge for its repair or replacement. Etisalat and/or third party contractors shall decide at their sole discretion whether to repair or to replace any faulty Etisalat Equipment.

8.9 Where applicable, the Customer is responsible for making available a constant electric power supply to the Etisalat Equipment.

9. **ETISALAT SOLD EQUIPMENT**

9. **Mعدات** **اتصالات** **المباعة**
Etisalat Sold Equipment is subject to the terms and conditions of any manufacturer’s warranty or extended warranty plan that the Customer may have obtained on the purchase of the Etisalat Sold Equipment. If applicable, Etisalat’s repair or replacement obligations shall apply during the warranty period, as set out in the applicable Service Specific Terms. Etisalat may or may not provide technical support for such devices at its sole discretion after the warranty period has expired.

10. CONNECTION OF CUSTOMER EQUIPMENT TO THE SERVICE

10.1 The Customer must ensure that any Customer Equipment, facilities and/or software connected to or used with the Service is connected and used in accordance with any applicable safety and security procedures and instructions, including Etisalat’s reasonable instructions.

10.2 The Customer must ensure that any Customer Equipment, facilities and/or software attached (directly or indirectly) to a Service by the Customer is technically compatible with the Service and approved for that purpose under any applicable law or regulation (including, without limitation, being type-approved if applicable). Such Customer Equipment, facilities and/or software shall be supplied, installed and maintained in accordance with best industry practices, and the Customer shall be responsible for any disruption and/or damage caused by any Customer Equipment, facilities and/or software to Etisalat or other Etisalat customers as a result of the same.

11. PLANNED & UNPLANNED OUTAGE

خضع معدات "اتصالات" المباعة لشروط وأحكام الضمان الخاصة بالضمان الخاص أو خطة تمديد الضمان التي يكون العميل قد حصل عليها عند شراء معدات "اتصالات" المباعة من اتصالات. وطُبقت التزامات "اتصالات" الخاصة بالأجهزة في الشروط والأحكام الخاصة بالخدمة ذات العلاقة، إن أمكن ذلك. ويجوز لـ"اتصالات" تقديم الدعم الفني للأجهزة من عدمه بعد انتهاء مدة الضمان وفقا لتقديرها الخاص.

10. ربط معدات العمل بالخدمة

10.1 يجب على العميل أن يضمن بأن ربط واستخدام معداته ومرافقه أو برامجه وفقا لجميع إجراءات وتعليمات السلامة والأمان المعقولة بما في ذلك تعليمات "اتصالات" المطلوبة.

10.2 يجب على العميل أن يضمن المطابقة الفنية لمعداته ومرافقه أو برامجه التي ربطها بالخدمة (بصورة مباشرة أو غير مباشرة) وأن تكون معتمدة لغرض الخدمة بموجب أي قانون أو لائحة معمول بها (بما في ذلك دون حصر، شهادة مطابقة، إن أمكن). ويجوز توريد معدات العمل ومرافقه وبرامجه وتركيب وصيانة معدات العمل وفقا لأفضل الممارسات الصناعية. ويكون العمل مؤسولا عن أي خلل أو أضرار ناجمة عن أي من معدات العمل ومرافقه أو برامجه قد تلحق باتصالات أو عملائها الأخرى نتيجة لما سبق ذكره.

الشروط والاحكام العامة من "اتصالات" (خدمات الأعمال)
11.1 Planned Outages. Etisalat may, from time to time, upon reasonable notice where practicable, suspend the Service during any modification or maintenance of the Network and, unless specifically agreed with the Customer, shall have no liability in relation to such suspension or disruption.

11.2 Unplanned Outages. Etisalat may, from time to time and without notice or liability to the Customer, suspend the Service during any technical failure of the Network because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or Users' own security.

11.3 Etisalat shall use reasonable endeavours to restore the Service suspended due to planned or unplanned outage) as soon as reasonably practicable.

11.4 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12. CHARGES, BILLING & PAYMENT

Charges

12.1 The Customer agrees to pay the Charges for the Service that apply on and from the Effective Date or the Activation Date (whichever occurs first), whether or not such Service is used by the Customer, and whether it is used with or without the Customer's knowledge or permission. The

12.2 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12.3 Etisalat shall use reasonable endeavours to restore the Service suspended due to planned or unplanned outage) as soon as reasonably practicable.

12.4 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12.5 The Customer agrees to pay the Charges for the Service that apply on and from the Effective Date or the Activation Date (whichever occurs first), whether or not such Service is used by the Customer, and whether it is used with or without the Customer's knowledge or permission. The

12.6 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12.7 Etisalat shall use reasonable endeavours to restore the Service suspended due to planned or unplanned outage) as soon as reasonably practicable.

12.8 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12.9 The Customer agrees to pay the Charges for the Service that apply on and from the Effective Date or the Activation Date (whichever occurs first), whether or not such Service is used by the Customer, and whether it is used with or without the Customer's knowledge or permission. The

12.10 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

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12.13 Etisalat shall use reasonable endeavours to restore the Service suspended due to planned or unplanned outage) as soon as reasonably practicable.

12.14 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12.15 Etisalat shall use reasonable endeavours to restore the Service suspended due to planned or unplanned outage) as soon as reasonably practicable.

12.16 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12.17 Etisalat shall use reasonable endeavours to restore the Service suspended due to planned or unplanned outage) as soon as reasonably practicable.

12.18 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.

12.19 Etisalat shall use reasonable endeavours to restore the Service suspended due to planned or unplanned outage) as soon as reasonably practicable.

12.20 The Customer shall remain liable for all Charges levied in accordance with this Agreement during any period of suspension arising from a planned or unplanned outage.
Charges are as specified in the Commercial Schedule, or where payment is not expressly stated therein, in accordance with the Etisalat price list prevailing at the time of usage, or as notified to the Customer by Etisalat. If the Customer has a query regarding the price of any particular Service it can contact Etisalat using any of the communications channels referred to in Clause 34.

12.2 Accrual of Charges. Unless otherwise stated in the Agreement, Etisalat will bill the Charges as follows:

(a) rental Charges shall accrue from the Activation Date and are billed in advance;

(b) usage-based Charges shall accrue from the Activation Date and are billed in arrears; and

(c) one-time Charges (such as, connection Charges, early termination Charges, downgrade Charges, late payment Charges etc.) shall be billed in accordance with the terms of the Service Application Form, Service Specific Terms or as advised to the Customer prior to a change being implemented.

12.3 Early termination Charges. In the event that a Service that is subject to a Fixed Term is terminated prior to the expiry of the Minimum Term by the Customer (or by Etisalat due to the Customer’s breach of the Agreement), Etisalat shall be entitled to charge the applicable early termination Charges, which may include but are not limited to the following:

2.12.2.1 rental Charges shall accrue from the Activation Date and are billed in advance; 

b. usage-based Charges shall accrue from the Activation Date and are billed in arrears; and 

g. one-time Charges (such as, connection Charges, early termination Charges, downgrade Charges, late payment Charges etc.) shall be billed in accordance with the terms of the Service Application Form, Service Specific Terms or as advised to the Customer prior to a change being implemented.
(a) the value of any benefits provided to the Customer during the Minimum Term such as, but not limited to discounts or bundled offers at reduced Charges, the cost of installation, the cost of any device etc.;

(ب) الفرق بين رسم الإيجار السنوي والشهري عن كل شهر من الخدمة المقدمة خلال مدة الحد الأدنى للإشتراك؛ و

(c) an additional Charge of one month’s rental,

and unless otherwise stated, Etisalat will not refund any Charges paid in advance for the Minimum Term.
12.5 Etisalat will send the Customer’s bills monthly, unless otherwise stated in the Service Specific Terms for each Service. Etisalat will bill the Customer either in Arabic or in English according to the language chosen by the Customer. The amounts shall be billed in UAE Dirhams. The bills will be sent to the billing address in hard copy or via email in soft copy (e-bills) according to the choice of the Customer. If the Customer does not receive its bill, the Customer should immediately contact Etisalat using one of the communications channels referred to in Clause 34.

12.6 Unless stated otherwise in the Service Specific Terms, all rental Charges, additional benefits in a Customer’s Service package (such as, free minutes etc.), and other applicable Charges shall be computed on a pro-rata basis from the Effective Date or the Activation Date (as applicable) until the date of the first bill. Thereafter, commencing from the first billing cycle, the full rental and benefits will apply and shall be charged in full.

12.7 For all postpaid Customer Accounts, usage Charges for the Service will appear in the next bill; however, sometimes there may be a time delay before certain Charges appear especially in the event of usage while roaming outside the UAE, when the charging will be dependent on the charges claimed by the roamed network. The Customer will be charged for incoming and outgoing voice, data and SMS usage whilst roaming. All roaming Charges will be converted and payable in UAE Dirhams.

12.8 Any disputes which the Customer may have regarding a bill must be
بrought to the notice of Etisalat using one of the communications channels referred to in Clause 34 within (45) days from the date of issuance of the bill by Etisalat, otherwise, the Customer is deemed to have accepted the bill.

Payment

12.9 Any Charge must be paid to Etisalat within (14) days of the date of the bill or by the second day of the month following the date on which the bill was rendered, whichever is later.

12.10 Payment can be made by the Customer through the various payment channels available to the Customer and listed on the Digital Channels, or according to the instructions given by Etisalat in the Service Application Form, or in the Customer’s bill. If the Customer pays the bill by bank transfer then the bank charges or fees that are levied by the bank shall be borne by the Customer.

12.11 The Customer will ensure that its billing address and payment information provided to Etisalat remains current at all times.

12.12 If the Customer uses more than one Service, and unless the Customer instructs Etisalat otherwise at the time payment is made, any payment the Customer makes may be applied by Etisalat towards any outstanding amount for any of the Services. Etisalat shall be entitled to set-off any amounts Etisalat owes the Customer against any outstanding payments due from the Customer to Etisalat.

12.13 If the Customer does not pay all of the Charges when due, Etisalat may:

يوماً من تاريخ صدور الفاتورة من "اتصالات"، وبخلاف ذلك، يعتبر العميل في حكم الموافق على الفاتورة.

12.9 يجب أن يسدد العميل أي مبلغ مستحق عليه إلى "اتصالات" خلال (14) يوماً من تاريخ صدور الفاتورة أو في اليوم الثاني للشهر الذي يلي تاريخ تسليم الفاتورة، أيهما يقع لاحقاً.

12.10 يمكن للعميل سداد المبلغ من خلال قواعد الدفع المختلفة المتاحة للعميل والمراددة على القواعد الإلكترونية، أو حسب التعليمات المقدمة إلى العميل من "اتصالات" وال موجودة في نماذج طلب الخدمة، أو في الفاتورة المقدمة إليه. وإذا سدد العميل المبلغ عن طريق التحويل المصرفي، فإنه يتحمل الرسوم التي يتقاضاها المصرف نتيجة لذلك.

12.11 يضمن العميل باستمرار صحة وحداثة عنوانه الخاص بالفواتير ومعلومات الدفع المقدمة إلى "اتصالات".

12.12 إذا استخدم العميل أكثر من خدمة ولم يحدد لـ "اتصالات" الخدمة التي سدد المبلغ نظير استخدامها، فإنه يجوز لـ "اتصالات" احتساب المبالغ المستحقة والتي سددها العميل بدل استخدامه لأي من خدماتها. وتحتفظ "اتصالات" بحق تسوية أي مبالغ مستحقة لها على العميل.

12.13 إذا لم يسدد العميل جميع الرسوم عند استحقاقها، فإنه يجوز لـ "اتصالات".
13. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

13.1 For certain Services which are postpaid, Etisalat may limit the usage by providing a credit limit to the Customer; or may require the Customer to pay an advance payment or deposit on the Customer Account without limiting the period during which the advance payment or deposit is retained by Etisalat (but in no case may it exceed the period of the relevant term for those Services or until either any monies outstanding under the Customer Account are fully settled or the Customer has returned the Etisalat Equipment related to the Customer Account).

13.2 The Customer shall be entitled to use the Service up to the applicable credit limit. Etisalat may suspend the use of the Service in case the Customer exceeds the credit limit. The Service will be restored in the event of suspension where the Customer

(a) suspend the usage of the Service either in whole or in relation to any specific part of the Service;

(b) charge a late payment or Service restoration Charge;

(c) take any other debt recovery action as Etisalat deems appropriate; and/or

(d) terminate all or part of the Service and/or the Agreement in accordance with Clause 16 (Suspension or Termination by Etisalat).

أ. تعليق استخدام الخدمة كليا أو جزئيا;

ب. فرض رسوم نظير التأخر في السداد أو رسوم إعادة الخدمة;

ج. اتخاذ أي اجراء تراه "اتصالات" مناسبا لاستعادة مستحقاتها؛ و/أو

د. اتخاذ أي اجراء تراه "اتصالات" مناسبا لاستعادة مستحقاتها؛ و/أو

ه. إنهاء الخدمة كليا أو جزئيا و/أو الاتفاقية وفقا للمادة 16 (تعليق الخدمة أو انتهاءها من قبل "اتصالات").
promptly makes payment to set-off the credit limit.

13.3 In case the Customer is required to maintain an advance payment or deposit with Etisalat for the Service, Etisalat may drawdown the advance payment or deposit to set off any outstanding amounts if any of the Customer Accounts remain unpaid or in case the credit limit remains over utilised or in the event the Customer has not returned the Etisalat Equipment after the Service is terminated.

13.4 In exceptional circumstances, Etisalat may require the Customer to pay the Charges on an interim basis, despite the Customer's current billing cycle, and the Customer shall pay on or before the stipulated due date to avoid suspension or termination of the Service.

14. VAT

14.1 For the purpose of this Agreement VAT means a tax imposed on the import and supply of Goods and Services at each stage of production and distribution, including the Deemed Supply, in accordance with the provisions of Federal Decree-Law No. (8) of 2017 on Value Added Tax, which shall regulate any related Documents such as tax invoice, debit/credit notes, etc.

14.2 Unless stated to the contrary and otherwise provided in this Agreement, any Charges are exclusive of VAT or any similar tax.

14.3 Any VAT amounts due to Etisalat under this Agreement shall be payable no later than 14 days from the
15. CUSTOMER INFORMATION & PRIVACY

15.1 The Customer undertakes to provide to Etisalat all such information and assistance as Etisalat may reasonably require in order to supply the Service to the Customer, perform its obligations under the Agreement and comply with the applicable legal and regulatory requirements.

15.2 The Customer shall inform Etisalat immediately of any change to its contact or other Customer Account details enabling Etisalat to have up to date information at all times. Following a request from the Customer and following appropriate verification, Etisalat will update the personal information in its records of the Customer.

15.3 The Customer confirms that all information submitted to Etisalat at the time of applying for the Service and when utilising the Service is correct and accurate. If at any time Etisalat has reasonable grounds to suspect that the information provided by the Customer is incorrect or incomplete, Etisalat may suspend or terminate the Service with immediate effect. In such circumstances, Etisalat will use reasonable efforts to notify the Customer prior to any such suspension or termination.

15.4 The Customer acknowledges that any user name or password used to verify identity for access to the Service is personal to the Customer and should not be made available to any other person. The Customer should stop using its username and password and

earliest of the date of the VAT invoice or of the supply of goods or services

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Issue date: 23 May 2018
notify Etisalat immediately if it suspects that someone else may be using them. Etisalat will not be responsible for any loss the Customer or any User(s) suffer as a result of such failure to maintain password security.

15.5 Etisalat will take reasonable and appropriate measures to prevent the unauthorized use or disclosure of any personal information provided by the Customer to Etisalat.

15.6 Subject to Clauses 14.7 and 14.8 (Customer Information and Privacy), Etisalat will not share personal information of the Customer with any third party not involved in the provision of the Service without the consent of the Customer. However, the Customer gives Etisalat the right to disclose the personal information of the Customer to third parties for the purpose of credit checking, security, fraud prevention or identity verification purposes.

15.7 The Customer acknowledges that Etisalat may be required to disclose its personal information or legally intercept the Service to comply with the laws of the UAE or the express instructions of a competent authority, in the interests of public or national security. Etisalat may monitor the Customer's use of the Service and record any calls made to Etisalat Customer Contact Centre for training, financial control, quality control and regulatory purposes.

15.8 Etisalat's Privacy Policy applies to the Service. Where there is any discrepancy between the terms of this Privacy Policy and these terms, the terms of this Privacy Policy shall prevail.

15.9 Etisalat will take reasonable and appropriate measures to prevent the unauthorized use or disclosure of any personal information provided by the Customer to Etisalat.
these General T&Cs (Business) and the terms of the Privacy Policy, these General T&Cs (Business) shall prevail. A copy of the Privacy Policy is available on the Digital Channels.

16. CONFIDENTIALITY

16.1 Etisalat and the Customer shall keep in confidence any information obtained under this Agreement which is designated as confidential by the other Party or ought to have been reasonably understood by the recipient due to the circumstances of disclosure, or the nature of the information itself to be proprietary or confidential to the owner or an Affiliate of the owner or to a third party. Neither Party shall divulge such Confidential Information to any person (other than its own employees and/or agents who need to know the information or data) without the consent of the other Party, unless the information:

(a) is in the public domain other than in breach of this confidentiality requirement;

(b) is in the possession of the receiving Party before such divulgence has taken place;

(c) has been obtained from a third party who is free to divulge the same;

(d) has to be disclosed as a result of a court order or as prescribed by any government body with jurisdiction over a Party.

16.2 Except as required by UAE law and subject to Clause 15.3, the receiving Party must keep such Confidential Information in the strictest confidence and use it only in connection with the

الشروط والأحكام العامة من "اتصالات" (خدمات الأعمال) (خدمات الأعمال) وبيع أحكام سياسة الخصوصية، فإنه تسري وتطبق هذه الشروط والأحكام العامة (خدمات الأعمال) وتنوفر نسخة من سياسة الخصوصية على القنوات الالكترونية.

16. سرية المعلومات

16.1 تحتفظ "اتصالات" والعميل بسرية المعلومات التي يتم الحصول عليها بموجب هذه الاتفاقية والتي تُحددها على أنها سرية من قبل الطرف الآخر أو يفهم الطرف الملفي إلى حد معقول بأنها كذلك نظراً لظروف الأقفال أو نظرًا لطبيعة المعلومات ذاتها بأن تكون سرية بالنسبة إلى صاحبها أو الجهة التابعة له أو إلى أي طرف آخر. ولا يجوز لأي طرف إفشاء المعلومات السرية إلى أي شخص آخر (باستثناء موظفيه أو وكالاته من هم في حاجة إلى معرفة المعلومات أو البيانات) من دون موافقة الطرف الآخر، ما لم تكن المعلومات:

أ. متاحة للعموم أصلاً بصورة علنية من دون انتهاك أحد الطرفين لهذه الاتفاقية؟

ب. موجودة سابقًا في حوزة الطرف الملفي قبل وقت الإفصاح له عن تلك المعلومات؟

ج. تم تلقيها من طرف ثالث يحق له الكشف والافصاح عنها؟

د. يجب أن يتم الكشف عنها بأمر من المحكمة أو من قبل هيئة حكومية تملك الاختصاص القانوني على أحد الطرفين.

16.2 باستثناء ما يقضيه القانون في دولة الإمارات العربية المتحدة منذ المادة 3.15، فإنه يجب على الطرف الملفي الإبقاء على هذه المعلومات في سرية ثابتة وعدم استخدامها إلا
Agreement, and must keep such information in confidence for a period of one year following the expiration of the Agreement.

16.3 Any pricing information provided to the Customer by Etisalat at any time during the Term shall be kept confidential by the Customer for two years following the expiration of the Agreement.

17. TELEPHONE NUMBERS, DOMAIN NAMES, ADDRESSES, SHORT CODES AND SIM CARDS

17.1 Any telephone numbers, short codes or domain names assigned to the Customer by Etisalat in connection with the Service are not the property of the Customer and may be changed, withdrawn or reassigned at any time in the sole discretion of Etisalat.

17.2 Any Internet Protocol address (Dynamic IP or Static IP), email address or hostname assigned to the Customer by Etisalat may be changed, withdrawn or reassigned at any time in the sole discretion of Etisalat. The Customer has no property or other rights in any such IP addresses, emails or host names. Any such addresses must be used solely in connection with the Service for which they are assigned. If that Service is discontinued, Customer’s right to use such addresses ceases immediately and the addresses revert to Etisalat. The Customer further warrants that any domain name registered or administered on its behalf by Etisalat shall not contravene the trademark or other Intellectual Property Rights of any third party and that the Customer shall comply with the rules of the applicable domain name authority.

16.3 3.16 17.1 2.17
17.3 Where the Customer has given their express consent, Etisalat will put the Customer's name and number into a telephone directory and make it available from Etisalat’s Directory Enquiries service. The Customer has the right to withdraw their consent at any time. Where the Customer’s consent is withdrawn, the removal of the Customer’s information from the Directory Enquiries services will be effected upon the next regular cycle of updates and not based on the date the request is placed.

17.4 SIM cards shall remain the property of Etisalat and Customer shall be entitled to use the SIM cards (including any Software they contain) in connection with use of the Service only. Customer must inform Etisalat as soon as reasonably practicable after the Customer becomes aware that a SIM card is being used without Customer’s authorisation, is lost, stolen or damaged. Customer shall be liable for any loss or damage suffered by Customer or its end user as a result of unauthorised use of a SIM card (including due to loss or theft) up to the time the Customer has notified Etisalat by attending an Etisalat Point of Sale that such SIM card is being used without authorisation and has provided the necessary Customer identity verification details.

18. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

18.1 Subject to applicable laws and regulations Etisalat may suspend, disconnect or terminate immediately the use of all or part 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:

الشروط والأحكام العامة من "اتصالات" (خدمات الأعمال)
(a) Etisalat has reasonable grounds to consider that: (i) the Customer has breached any provisions of the Agreement; or (ii) unusual usage or suspected fraudulent activity has occurred on the Customer Account;

(b) 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;

(c) the Customer takes steps to enter, or enters into, any form of administration, insolvency, liquidation and/or an arrangement with the Customer’s creditors (or equivalent legal procedure in any other relevant jurisdiction);

(d) 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; and/or

(e) in the event the circumstances set out in Clauses 11.1 or 11.2 (Planned and Unplanned Outage) are applicable, Etisalat may suspend the Service.

18.2 Where the Customer fails to pay the Charges that fall due, Etisalat will make reasonable efforts to notify the Customer prior to suspending or terminating the Service.

18.3 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension,
Etisalat shall further have the right to recover any reasonable costs and expenses incurred in the implementation of such suspension or disconnection, and Etisalat may charge a fee to reactivate the Service.

18.4 Following suspension, Etisalat shall reactivate a Service only when Etisalat is satisfied that the reason for suspension no longer exists.

18.5 Etisalat may also terminate all or part of the Service and/or the Agreement upon providing the Customer 30 days’ notice in writing. In such an event, the Customer shall not be liable for any early termination Charges that may otherwise apply.

19. TERMINATION BY THE CUSTOMER

19.1 Subject to the notice period set out in the Service Application Form, or any relevant terms, and early settlement provisions for a particular Service, the Customer is entitled to terminate the Service at any time by giving a minimum of 30 day’s prior written notice to Etisalat.

19.2 Upon the Customer providing notice of termination for the Service, all Charges including any unbilled amounts shall become immediately payable. The Customer shall be billed for all Charges up to and including the last day of the notice period (i.e. the date on which the Service is terminated).

20. INTELLECTUAL PROPERTY

20.1 Ownership of and all Intellectual Property Rights in any Etisalat Equipment, software, operating manuals, associated documentation, or any other intellectual property, أية تكاليف أو مصاريف معقولة تكبدتها من جراء تفادي هذا التعليق أو الانقطاع، و يجوز ل"اتصالات" احتساب رسوم إعادة تشغيل الخدمة.

4.18 بعد تعليق الخدمة، لن تقوم "اتصالات" بإعادة تشغيلها إلا إذا انتهت أسباب الاجراء المؤقت لم يعد موجودا.

5.18 يجوز لـ"اتصالات" إنهاء الخدمة كليا أو جزئيا و/أو الانتفاقية بتقديم اشعار خطي إلى العميل مدته (30) يوما. وفي هذه الحالة، لا يكون العميل مسؤولا عن أية رسوم تتعلق بالإنهاء المبكر.

19.2.1 عند تقديم العميل اشعارا لانهاء الخدمة، فإن جميع الرسوم بما في ذلك المبالغ غير المدرجة في الفواتير تكون مستحقات الدفع فورا. ويكون العميل مسؤولا عن قيمة الفواتير إلى نهاية اليوم الأخير من فترة الاجراء (مثل يوم انتهاء الخدمة).

20. حقوق الملكية الفكرية

20.1. تحتفظ "اتصالات" والمرخصون لحسابها بمجموعة حقوق الملكية الفكرية في جميع معدات "اتصالات" أو البرامج، أو أدلة التشغيل، أو الوثائق المرتبطة بها، أو أية حقوق ملكية فكرية، بما في ذلك على سبيل المثال لا الحصر براءات
including without limitation patents, designs, copyrights, Marks, trade secrets, know how, methodologies, and processes made available as part of any Service or otherwise generated by or for Etisalat in connection with this Agreement, shall remain the property of Etisalat or its licensors.

20.2 Etisalat will grant the Customer a personal, non-transferable and non-exclusive licence to use and permit its Users to use, in object code form, all software and associated written and electronic documentation and data furnished by Etisalat pursuant to this Agreement (the "Software"), solely as necessary for receipt of the Service and solely in accordance with this Agreement and the applicable written and electronic documentation. The term of any licence granted by Etisalat pursuant to this Sub-Clause (Intellectual Property) is co-terminus with the term for the Service with which the Software is associated.

20.3 The Customer must not, without Etisalat's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to Etisalat following termination of a Service or this Agreement whichever takes place earliest unless required under applicable law and/or regulation and unless the material is required for the provision of a Service which is still being provided to the Customer at the time of notification of termination of the Agreement. The Customer must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of Etisalat or its supplier.
20.4 Neither Party acquires any rights to the other Party’s patents, copyrights or other intellectual property under the Agreement except the limited rights necessary to perform its obligations under the Agreement.

20.5 Neither Party may use any Marks of the other Party without prior written consent.

21. DISCLAIMER

21.1 Except as expressly set out in this Agreement, Etisalat makes no warranties, representations, guarantees or conditions of any nature whatsoever, express or implied, including any warranty, representation, guarantee or condition of fitness for a particular purpose, merchantability, title or non-infringement, with respect to any of the Etisalat Equipment, Etisalat Sold Equipment or the Service, and all warranties, representations, guarantees and conditions, expressed and implied, are, to the extent permitted by applicable law, hereby excluded.

21.2 The Customer acknowledges that speed and consistency are a function of the wider network architecture of the Internet itself. The Service is not guaranteed to be fault-free or uninterrupted. Etisalat is not responsible for any degradation of the Network and Etisalat shall bear no responsibility or liability in respect of any third party actions affecting the Network.

22. LIABILITY & INDEMNITY

22.1 Subject to the rest of the provisions in this Clause (Liability & Indemnity), the liability of Etisalat (including its
employees, agents or subcontractors) to the Customer arising in connection with the Agreement under any legal construct shall be limited to:
(a) per event or series of connected events, the amount of the Charges paid by the Customer and received by Etisalat in respect of the particular Service that is the subject matter of a claim in the three month period immediately preceding the event in which any such liability accrued, or where the particular Service at the time of the event of loss has been provided for a period of less than three months, three times the monthly rental Charge; and (b) a maximum aggregate liability in any 12 month period of 15% of the total amount of the Charges paid by the Customer and received by Etisalat during such 12 month period.

22.2 To the extent permitted under the United Arab Emirates laws, the Customer is liable for the breach of contract, negligence, or any other liability arising under or in relation to the Agreement. Further, Etisalat will not be liable for cost of repairing or replacing any equipment rented to the Customer which is returned to Etisalat in a worse condition than when it was provided to the Customer, allowing for reasonable wear and tear.

22.3 Etisalat shall not be liable to the Customer, or any User(s), for any loss of business, loss of business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill, business interruption, wasted expenditure or for loss of any other economic advantage however it may arise, or for data loss or data corruption, or for any indirect, punitive, special, incidental or consequential loss suffered by the Customer or any User(s).
22.4 Etisalat shall not be liable to the Customer or any User(s):

(a) for temporary non-availability of Etisalat’s Network;

(b) for loss, late receipt or non-readability of any message or communication;

(c) for any defects, malfunctions or delays connected in any way with the provision or use of Content;

(d) for any order from third parties made by a Customer or User, using the Service;

(e) for failure to provide a Service due to unforeseen reasons or reasons beyond the control of Etisalat; or

(f) for unauthorized access to or theft, alteration, loss or destruction of the Customer’s or any User(s) applications, Content, data, network or systems.

22.5 Notwithstanding the foregoing, the Customer shall be fully responsible and liable for any claims, lawsuits and complaints concerning the violation and/or infringement of any patent or Intellectual Property Rights in relation to the Service ("Claims"). The Customer shall irrevocably indemnify Etisalat for all damages, costs and expenses (including attorney fees) incurred as a result of such Claims.

22.6 This Clause (Liability & Indemnity) shall survive the premature cancellation, termination and/or expiration of the Service.
23. **FORCE MAJEURE**

23.1 Neither Party shall be liable for failure to perform its obligations caused by or resulting from force majeure which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties’ reasonable control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, explosion, riots, war or military operations, acts of God, acts of Government or state, civil disturbance, industrial disputes, malicious damage, accident, national or local emergency, fibre cuts, the failure of any contractor to perform its responsibilities which adversely affects the provision of the Service and acts of omissions of persons or bodies beyond the reasonable control of the affected Party (“Force Majeure Events”).

23.2 For the avoidance of doubt, a Force Majeure Event shall be applicable in the event of:

(a) a refusal or delay by a third person to supply a telecommunications service to Etisalat and where there is no alternative service available at reasonable cost; or

(b) Etisalat being prevented by restrictions of a legal or regulatory nature from supplying a Service.

In such cases Etisalat will have no liability to the Customer for failure to supply the Service.
23.3 The Customer shall continue to make payments during any period of force majeure affecting the Service.

23.4 If the Force Majeure Event continues for more than 60 (sixty) days, either Party may terminate the individual Service affected by the Force Majeure Event without liability to the other Party.

24. **CHANGES BY ETISALAT**

24.1 Etisalat may make changes to the Service (including withdrawal of the Service), or to any component part of the Agreement at any time during the Term.

24.2 Changes or modifications to the Service shall be applied in such a way as to limit possible disruptions.

24.3 Any changes to any part of the Agreement, excluding price changes, shall be published on the Digital Channels and will be binding on the Parties from the date on which the change is issued.

24.4 Etisalat is not liable if a change in a Service or in the Network causes Customer Equipment to become obsolete, require alteration, or perform at lower levels.

24.5 Etisalat will give the Customer 28 days’ notice of increases to the Charges. During this 28 day notice period the Customer has an opportunity to cancel the Service, without penalty, before any applicable price increase takes effect.

24.6 If the Customer continues to use the Service after any change is effective, the Customer will be deemed to have accepted the change.
24.7 An up to date copy of these General T&Cs (Business) is available in the Etisalat Points of Sale, online via the Digital Channels and by request through the Etisalat Contact Centre.

25. ASSIGNMENT AND TRANSFERS

25.1 The Customer agrees that Etisalat may assign or transfer this Agreement or any of its rights or obligations under this Agreement to an Affiliate or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time. Etisalat shall notify the Customer of any such assignment or transfer.

25.2 The Customer Account is provided exclusively for use by the Customer. The Customer is not allowed to transfer the use of the Service to any third party. However, in the event a necessity arises to transfer the Customer Account to an Affiliate, such transfer shall be requested in writing (together with such supporting documents that Etisalat may reasonably require such as, a valid trade licence, other corporate documentation and/or supporting financial information on the new entity). The transfer of the Customer Account shall be done at the absolute discretion of Etisalat. In the event of Etisalat allowing the transfer of the Customer to a new person or entity the Customer shall settle all the amounts outstanding and may be required to provide an additional deposit before any such transfer.

26. USE OF SUBCONTRACTORS OR AFFILIATES

Without releasing it from any of its obligations, Etisalat may at any time, and without notice, utilize the services of subcontractors from time to time and from any location to which it may reasonably require such as, a valid trade licence, other corporate documentation and/or supporting financial information on the new entity. The transfer of the Customer Account shall be done at the absolute discretion of Etisalat. In the event of Etisalat allowing the transfer of the Customer to a new person or entity the Customer shall settle all the amounts outstanding and may be required to provide an additional deposit before any such transfer.

24.7 توفر أي نسخة محدثة لهذه الشروط والأحكام العامة (خدمات الأعمال) في مراكز الاتصالات أو عبر الإنترنت من خلال القنوات الإلكترونية، ويمكن طلبها من مركز الاتصالات "الاتصالات".

25. الإحالة والنقل

25.1 يوافق العميل على أنه يجوز لـ "اتصالات" في أي وقت إحالة هذه الاتفاقية أو أي من حقوقها أو التزاماتها بموجب هذه الاتفاقية إلى إحدى شركاتها الفرعية أو إلى أية شركة تابعة (سواء عن طريق الاندماج أو التوحيد أو غير ذلك)، أو إلى أي شخص أو أي جهة. ويستلم "اتصالات" العميل عند القيام بمثل هذه الإحالة والنقل.

25.2 يتم توفير حساب العميل ليتم استخدامه حصريا من قبله. ولا يسمح للعميل نقل استعمال الخدمة إلى أي طرف آخر. ومع ذلك، في حالة تبين ضرورة نقل حساب العميل إلى أي جهة أخرى، فيجب طلب هذا النقل خطيا (ومرفقا به الوثائق الداعمة التي يمكن أن تطلبها "اتصالات") إلى حد معقول مثل، رخصة تجارية سارية المفعول، ووثائق الشركة الأخرى /أو البيانات المالية الداعمة بشأن الجهة الجديدة. وقرر "اتصالات" وحدها وحسب تقديرها الخاص قبل تحويل الحساب من عمه. وفي حال سمحت "اتصالات" بتحويل حساب العميل إلى شخص آخر أو إلى جهة أخرى، يقوم العميل بتسوية جميع المبالغ المستحقة ويمكن أن يطلب منه تقديم مبلغ تأمين إضافي قبل اجراء هذا التحويل.

26. استخدام المقاولين من الباطن أو الجهات التابعة

دون إخلال "اتصالات" بأي من التزاماتها يجوز لها في أي وقت دون تقديم إشعار، استخدام خدمات واحدة أو أكثر من شركاتها التابعة أو
of one or more of its Affiliates or subcontractors (as well as interconnecting carriers) in connection with the performance of its obligations under the Agreement.

27. NO PARTNERSHIP OR JOINT VENTURE

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

28. ANNOUNCEMENTS

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by UAE law, any UAE governmental or regulatory authority (including, without limitation, the Abu Dhabi Securities Exchange (ADX) or the UAE Securities and Commodities Authority (SCA)).

29. THIRD PARTIES

No one other than a Party to this Agreement, (except for Etisalat’s successors and permitted assignees), shall have any right to enforce any of the terms of this Agreement.

معلومات من الباطن (إضافة إلى وسائط النقل البعين) ذات الصلة لتنفيذ التزاماتها بموجب هذه الاتفاقية.

27. انتفاء وجود شراكة أو مشروع تجاري

لا يوجد في هذه الاتفاقية ما يشير أو ما يمكن النظر إليه على أنه تأسيس شراكة أو مشروع تجاري بين الطرفين، أو اعتبار أي طرف وكيلًا للطرف الآخر، أو تقويض أي طرف للدخل في التزامات لصالح أي طرف أو نيابه عنه.

28. الإعلانات

لا يجوز لأي طرف القيام بأي إعلانات عامة تصل بهذه الاتفاقية دون الحصول على الموافقة الخطية المسبقة من الطرف الآخر وعدم السماح لأي شخص القيام بذلك (لا يجوز حجب هذه الموافقة أو تأخيرها لأسباب غير معقولة)، باستثناء ما يقتضيه قانون دولة الإمارات العربية المتحدة أو أي سلطة حكومة أو تنظيمية في دولة الإمارات العربية المتحدة (بما في ذلك على سبيل المثال لا الحصر سوق أبو ظبي للأوراق المالية و الهيئة الأوراق المالية والسلع).

29. الأطراف الأخرى

يقترح تنفيذ أي من شروط وأحكام هذه الاتفاقية على أحد طرفيها ولا يجوز لأي طرف آخر القيام بذلك (باستثناء شركات "اتصالات" التابعة ووكلاتها المصرح لهم).
30. EXPORT CONTROL
The Customer acknowledges that if a Service includes equipment, Software, services, technical information, training materials or other technical data which, as a result of its provenance or for other reasons, is subject to export or re-export laws and regulations of the UAE and other countries, provision of the Service may be conditional upon the prior obtaining and issuing of the approvals, authorizations and consents required by the above mentioned laws and regulations and/or upon the obtaining of said laws and regulations.

31. 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.

32. 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.
33. ENTIRE AGREEMENT

The Agreement as expressly stated in the documents forming it (including any amendments or additions incorporated into the Agreement pursuant to Clause 23), constitutes the entire agreement between the Parties and supersedes all previous negotiations, representations, proposals, understandings or agreements, whether written or oral, relating to the subject matter of the Agreement.

34. GOVERNING LAW & 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 telecommunications regulatory framework in the UAE. The Parties submit to the exclusive jurisdiction of the UAE courts.

35. CONTACTING ETISALAT

35.1 If the Customer requires any clarifications on any of the above General T&Cs (Business) or anything in the Agreement or would like to make a complaint, please contact the Etisalat Contact Centre on Enterprise: 800 9111 or SMB: 800 5800 (from within the UAE), or Enterprise: +97167144025 or SMB: +97167401469 (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.

35.2 The Customer shall provide Etisalat a list of authorised signatories and named operational contacts that are authorised to act for and on behalf of
the Customer in respect of the provision of the Service. Etisalat reserves the right to refuse requests relating to the Service if it is not satisfied that such request is received from a duly authorized Customer representative.

35.3 Etisalat will use reasonable endeavours to resolve the complaint and keep the Customer updated as to the status of the investigation into the complaint.

35.4 Etisalat will consider the Customer to have received notices from Etisalat if Etisalat contacts the Customer at the given postal address, e-mail, fax, any other form of electronic communication (including SMS) or by providing a message in the Customer’s bill.