1. INTRODUCTION
These specific terms and conditions (“Service Specific Terms”) apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

2. DEFINITIONS
(a) “Agreement” means the entire contractual agreement between Etisalat and the Customer, comprising of the constituent parts set out in Clause 3 of the General T&Cs (Consumer).
(b) “Customer” means the person who purchases or subscribes to the Service.
(c) “Etisalat” means Emirates Telecommunications Company PJSC and any of its wholly-owned subsidiaries.
(d) “General T&Cs (Consumer)” means Etisalat’s general terms and conditions for consumer (i.e. non-business) products and services which are published on Etisalat’s website and are available through the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
(e) “Minimum Term” has the meaning given to it in Clause 4(b).
(f) “New Smartphone” means a new smartphone device that the Customer may upgrade to from the Old Smartphone.
(g) “Old Smartphone” means the existing smartphone device obtained by the Customer from Etisalat with the subscription to the Smartphone Plan.
(h) “Service” means the Upgrade Any Time Program service, as described in more detail in Clause 3.
(i) “Smartphone Plan” or “Smartpay plan” means the Etisalat’s installment plan for smartphone device(s) which the Customer subscribed to as an “add-on” to Etisalat’s mobile postpaid service

3. SERVICE DESCRIPTION
Etisalat Upgrade Any Time Program is a service that entitles eligible Customers who have subscribed to a Smartphone Plan with an Old Smartphone to upgrade to a New Smartphone in accordance with the terms of this Agreement (the “Service”). The Service does not include the purchase of AppleCare+ or any similar support services. The AppleCare+ or any similar support services may be purchased separately by the Customer.

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 Term of the Agreement starts on the date on which Etisalat makes the Service available to the Customer (“Activation Date”) and will continue to be in force:
   a. for the remaining period of the existing relevant Smartphone Plan;
   b. until the Customer upgrades the Old Smartphone to the New Smartphone under this Service; or
   c. Until it is terminated by one of the parties; whichever is earlier.
   (d) Termination of the subscription to the existing Smartphone Plan will terminate this Service.

5. CUSTOMER OBLIGATIONS & RESTRICTIONS
(a) The Customer will be solely responsible for removing all data, including personal and confidential data and device locks from the Old Smartphone prior to upgrade to the New Smartphone.
(b) It is the Customer’s sole responsibility to back-up any files, images, personal information or any other data from the Old Smartphone that the Customer wishes to retain after upgrade of the Old Smartphone. Etisalat does not provide any data retention or recovery service as part of the Service. Etisalat shall not be liable for any lost or disclosed files, data, or content whatsoever.
(c) The Customer shall be responsible for removing the SIM card from the Old Smartphone. Etisalat shall not be responsible for the SIM card arising from the Customer’s failure to remove the SIM card or any memory card.
(d) The Customer acknowledges that he/she is the owner of the Old Smartphone.
(e) The Customer shall make sure not to have security software that will block access to the Old Smartphone.
(f) Please also see Clause 8 of the General T&Cs (Consumer) for the provisions governing the Customer obligations and restrictions that apply to the Service.

6. ETISALAT’S OBLIGATIONS
Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

7. CHARGES, BILLING & PAYMENT
(a) Please see Clause 15 of the General T&Cs (Consumer) for the charges, billing and payment provisions that apply to the Service.
(b) The upgrade of the new Smartphone is provided by Etisalat to the Customer free of charges, if the Customer completed at least 90 days period of the current applicable Smartphone Plan.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS
Please see Clause 16 of the General T&Cs (Consumer) for the Customer credit, advance payment and deposit provisions that apply to the Service.

9. ELIGIBILITY
A. In order to be eligible for the Service, the Customer must have subscribed to the Smartphone Plan with a device purchased from Etisalat in instalment period, which Smartphone the Customer subscribed to as an “add-on” to Etisalat mobile post-paid service.
B. The Customer may opt in to the Service by submitting an application form at Etisalat outlets or through other means specified by Etisalat.
C. Unless communicated by Etisalat otherwise, the Customer may only upgrade to the latest model of the same manufacturer of a device offered by Etisalat; and the Old Smartphone shall be the same or the preceding model of the same manufacturer of device. The details on the eligible models of Old Smartphone and New Smartphones, which are available for the Service will be specified by Etisalat at the time of upgrade.
D. The Customer is not eligible for upgrade if the Customer’s Old Smartphone is lost or stolen, or otherwise unavailable for submission to Etisalat at the time of upgrade.
E. Etisalat hereby reserves all rights to determine any dates during each year or define other conditions for enrolment to the upgrade program covered by the Service. Etisalat shall make such conditions available using any of the communications channels stated in Clause.30 of the General T&Cs (Consumer).

10. UPGRADE GUIDELINES
(a) Subscribing to the Service does not automatically lead to upgrade to the New Smartphone as the conditions of the Old Smartphone are subject to assessment by Etisalat (e.g the Old Smartphone needs to be in good working condition and has an access to the device IMEI as further described below). In order to upgrade to the New Smartphone, the Customer shall contact Etisalat at Etisalat outlets or through other means specified by Etisalat and request the upgrade to the New Smartphone. The Customer will be obliged to submit to Etisalat the Old Smartphone as part of the upgrade.
(b) The Customer is required to return the Old Smartphone at specified Etisalat outlets.
(c) The upgrade to New Smartphone is subject to availability of stock. The Customer may choose the New Smartphone’s colour, and/or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 30 of the General T&Cs (Consumer).
(d) The Old Smartphone must have the same smartphone device model, capacity and International Mobile Equipment Identity (IMEI) number as the smartphone device purchased through Etisalat with the Smartphone Plan.
(e) Etisalat will evaluate the Old Smartphone condition. Etisalat can accept the Old Smartphone only if it is in a good condition. It is Etisalat’s full discretion to consider whether an Old Smartphone is in a good condition or not, and may request proof of purchase or additional information in its discretion.
(f) In order to consider whether an Old Smartphone is in a good condition, Etisalat will review in particular the following:
   a. It is possible to switch on the Old Smartphone and have access to the Old Smartphone’s IMEI number by pressing #06# (the IMEI should match the Old Smartphone originally purchased).
   b. The Old Smartphone functions normally, for example, it is capable of making and receiving calls and connecting to the internet and the touchscreen functions properly.
   c. The Old Smartphone is free from physical damage, except for normal wear and tear (for example, it does not have liquid damage, a cracked or discolored display or casing, connector damage or faulty or broken SIM reader).
   d. The Old Smartphone does not have signs of LCD damage (burning/blinking, halos/discoloured screens, swollen battery).
   e. The Old Smartphone is provided with a fully functioning battery and does not miss any parts or details that have not disassembled, customized or non-original parts.
   f. All activation and locking features of the Old Smartphone have been disabled (e.g. find my device on iOS 7+ devices, pin locks, screen locks, etc.)
   g. The SIM card/memory card (if any) has been removed from the Old Smartphone.

11. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT
A. Please see Clause 19 of the General T&Cs (Consumer) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.

12. TERMINATION BY THE CUSTOMER
A. If the Customer wants to terminate the Service, he/she must give Etisalat prior written notice.
B. The Customer is not required to terminate the Service if he/she does not wish to use the option to upgrade the Old Smartphone to a New Smartphone during the instalment period of the Smartphone Plan.

13. CONTACTING ETISALAT
The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Consumer), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 30 of the General T&Cs (Consumer).

14. VAT
Please see Clause (32) of the General T&Cs (Consumer) for the provisions governing VAT Value Added Tax that apply to the Service.
لا يوجد نص يمكن قراءته بشكل طبيعي.

يرجى تقديم نص يمكن قراءته بشكل طبيعي.

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