

Terms and Conditions

Freedom Unlimited Plan

1. INTRODUCTION

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

2. DEFINITIONS

- (a) **"Agreement"** means the entire contractual agreement between Etisalat and the Customer, comprising of the constituent parts set out in Clause 3 of the General T&Cs (Consumer).
- (b) **"Customer"** means the person who purchases or subscribes to the Service.
- (c) **"Etisalat"** means Emirates Telecommunications Group Company P.J.S.C.
- (d) **"General T&Cs (Consumer)"** means Etisalat's general terms and conditions for consumer (i.e. non-business) products and services which are published on Etisalat's website and are available through the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (e) **"In-bundle Allowance"** means voice calls and mobile data allowances included in the Customer's postpaid mobile telecommunications service plan forming the Service.
- (f) **"Minimum Term"** has the meaning given to it in Clause 4(b).
- (g) **"Preferred Country"** means one country to which the Customer enjoys unlimited calls, once he or she selects that country from a list of eligible countries. This list can be viewed at Etisalat.ae, or via Etisalat mobile application. The Customer may select or change his or her Preferred Country via Etisalat Mobile Application, by calling 101, or by way of an SMS command. The Customer may only change his or her Preferred Country once a month.
- (h) **"Service"** means the postpaid mobile service, as described in more detail in Clause 3.
- (i) **"Smiles Buy 1 Get 1"** means that the Customer will be able to enjoy a complementary product or a service if he or she purchases a product or a service from specific Etisalat partners, and presents a Smiles Buy 1 Get 1 voucher. Etisalat partners' Terms and Conditions apply. The Buy 1 Get 1 offers can be viewed on Etisalat Smiles Portal as well as in Etisalat Smiles Application.

Etisalat provides the Customer with an unlimited amount of Smiles Buy 1 Get 1 vouchers, provided the Customer is enrolled on any of the eligible Services Plans, uses the Smiles Application on his or her mobile device and registers his or her mobile phone number. The Customer retains Smiles Buy 1 Get 1 as long as he or she is on any of the eligible Services Plans.

- (j) **"Unlimited Flexible Calls"** means unlimited local as well as international calls. The Customer may consult the list of countries to which he or she enjoys unlimited international calls at Etisalat.ae/freedom, or through Etisalat mobile application.
- (k) **"Unlimited Local Calls"** means unlimited calls to local numbers.

3. SERVICE DESCRIPTION

- (A) The Service is a postpaid mobile telecommunications service made available to the Customer by using a SIM card issued by Etisalat. The Service is available either with a Minimum Term of twelve (12) months or with no such Minimum Term. The Customer may use the Service throughout the UAE and, subject to conditions, in other countries. The Service may be used for voice calls, SMS and mobile data usage.
- (b) Etisalat may from time to time provide special promotion offers alongside this Service on terms and conditions

that will be communicated to the Customer using the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).

- (c) Each of the plans with monthly rent of '200 AED' or above allows the Customer to carry up to 50% of unused baseline local data allowance to the next month.
- (d) Calls to premium numbers, such as those starting with a 600 prefix, are excluded from the unlimited call offers provided by eligible Services plans.
- (e) Subject to Clause 10(b), the Customer may switch between any two Services plans once a month,

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date").
- (b) Where the Service is provided based on an agreement with a minimum commitment period, the minimum term of such agreement is twelve (12) months ("Minimum Term"). Where the Service is provided based on an agreement with no minimum commitment period, there is no Minimum Term for such Service.
- (c) Where the Service is provided based on a Minimum Term, Etisalat will endeavour to send the Customer an SMS one (1) week before the end of the Minimum Term. This SMS will inform the Customer that there is one (1) week remaining until the Minimum Term runs out, and that
 - the Customer may opt-in for a new Minimum Term Agreement with the same rental charges as he or she currently enjoys, or
 - in case the Customer does not opt-in for a new Minimum Term Agreement, upon termination of the Minimum Term, the Customer shall be moved to a rolling monthly agreement, with corresponding monthly rental charges, unless the Customer terminates it in accordance with the Agreement.
- (d) If the Customer does not respond to the SMS Etisalat sends the Customer as described in Clause 4(c) above, Etisalat will endeavour to send the Customer another SMS one (1) day before the end of the Minimum Term. This SMS will provide the Customer the same information as the SMS described in Clause 4(c), except that there is now one (1) day until the Minimum Term runs out.
- (e) The Minimum Term starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

- (A) The Customer acknowledges that the Service is provided for his or her personal use only and will not resell or allow any third party to use the Service for remuneration or otherwise commercially exploit the Service.
- (b) In addition to the rights of termination Etisalat has under General T&Cs (Consumer), Etisalat also has the right to suspend the service and/or terminate the Agreement in case the Customer commits or attempts to commit any fraudulent or deceptive act, or uses the Service in a manner which, in Etisalat's opinion, is unlawful or abnormal (i.e. shows considerably unusual usage pattern not typical for Customers own use).
- (c) Please see Clause 8 of the General T&Cs (Consumer) for the provisions governing the remainder of Customer obligations and restrictions that apply to the Service.

6. ETISALAT'S OBLIGATIONS

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

7. CHARGES, BILLING & PAYMENT

- (A) The Customer will be invoiced in arrears on a monthly basis for all Charges incurred in relation to the Service.
- (b) The monthly rental and the In-Bundle Allowance will be computed on a pro rata basis from the Effective Date until the date of the first bill. Thereafter, starting from the first bill cycle, the full monthly rental will apply and Customers will be given the full monthly In-Bundle Allowance.
- (c) If the Service is terminated part way through any month, the bill covering the final billing period will cover the entire month during which the Service was terminated and will not be computed on a pro rata basis from the date of termination until the date of the end of the billing cycle (i.e. the Customer will be charged the full monthly rental).
- (d) Please see Clause 15 of the General T&Cs (Consumer) for the charges, billing and payment provisions that apply to the Service.
- (e) The Charges applicable for the Service, including the list of international destinations that can be called using the applicable flexi minutes that may form part of a particular Service plan, if applicable, as will be communicated to the Customer upon subscription and shall be as specified on the Etisalat website (usually in the F&Q section) and/ or using one of the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (f) Calls made as part of the In-bundle Allowance are charged on a per minute basis, whereas calls made outside the In-bundle Allowance are charged on a per second basis.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- (a) Any request from the Customer to migrate a Service account or vary their subscription to the Service shall be deemed to be an authorisation to Etisalat to transfer all of the Customer's credits, dues and obligations in relation to the Service to the new account or to apply them to the varied subscription.
- (b) Please see Clause 16 of the General T&Cs (Consumer) for the other customer credit, advance payment and deposit provisions that apply to the Service.

9. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

Please see Clause 19 of the General T&Cs (Consumer) for the provisions governing the suspension, disconnection and termination of the Service or the Agreement by Etisalat.

10. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, he/ she must give Etisalat prior written notice.
- (b) Where the Customer has selected a Service plan with a Minimum Term of twelve (12) months and terminates the Service before the expiry of this Minimum Term, the Customer shall pay an early termination charge, which shall amount to AED 1000 or one monthly rental charge of the current Service plan (whichever is lower)

11. CONTACTING ETISALAT

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

12. VAT

Please see Clause (32) of the General T&Cs (Consumer) for the provisions governing VAT (Value Added Tax) that apply to the Service.