

Application form



Alternate Contact Number : 0561246224

Date & Time: 08/11/2025 18:59

Subscriber Details:

Name of applicant: FAREHA ZAINAB NASIM		
P.O Box: 12345	Emirate: Abu Dhabi	Nationality: Pakistan
Document Type: UAE Identity card		Preferred Language: English
Identity No.: 784199884262827	Date of Issuance: 2024/03/19	Expiry Date: 2026/03/13
DOB: 14/01/1998	Gender: Female	Working No.: 0561246224
I would like to receive promotions from Etisalat: No		Account Contact Email: farha.nasim@gmail.com
I would like to receive promotions from Etisalat Partners : No		

Account Number: 0561246224	Request Type: Account Migration
Number category: Standard	

Deposit Details:

Deposit Type	Deposit Amount	Deposit Period
AECB	0.0	

Service Information:

Service Description	Rental	Prepayment	Action
Freedom Live 150 Flexi minutes	150.00	0.0	MIGRATE

VAT Excluded

Service Details Information:

Product / Pack	Billing Frequency	Minimum Term (Beginning Activation Date)	Early Termination Charges	Discounts (if any)	Special Benefits
Freedom Live 150 Flexi minutes	Monthly				1. 100 Minutes Flexi Calls 2. 6 GB Local Data 3. GoChat Exclusive Stickers Premium Pack 4. 100 Hours Local WiFi Access 5. Free Smiles Buy 1 Get 1 Vouchers
Penalty Free Services Cancellation	<ul style="list-style-type: none">Penalty-Free Service Cancellation Period: The Customer, in accordance with the Consumer Protection Regulations, has the right to cancel the service contract without paying exit charges, if the service contract was miss-sold or the provided service did not comply with the service terms and conditions, within a maximum period of: a) 5 days from activation for service only contracts, and b) within 7 days (for each year of the Minimum Term) from activation for service contracts that are bundled with a device. In case of a bundled device, Etisalat shall waive all equipment charges if the Customer returns the device to Etisalat with all accessories and documentation in the original packaging. For more details in respect of the Penalty-Free Service Cancellation Period, please visit Etisalat's webpage or refer to the TRA's Consumer Protection Regulations.				
Any Special restrictions	<ul style="list-style-type: none">Flexi minutes cover local and majority of international destinations. For the list of included countries, please visit etisalat.ae/fleximinicountries. For the out of bundle rates, please visit etisalat.aeChoose Your Gift promotion is applicable for new activations, port-in, migration of prepaid to postpaid, and upgrade of postpaid to a higher contract postpaid plan via specific channels. For postpaid migrations, customer will be eligible for a gift for every upgrade done after 6 months from last gift redemption date.Gift selection can be done via the My Etisalat UAE mobile app within 7 days from plan activation/migration date.The gifts available for selection are subject to the chosen plan, line activation/migration channel which are subject to change at any time without a prior notice.Customer can choose only one gift for a particular plan and can view related terms and conditions on My Etisalat UAE mobile app prior selecting the gift.Upon completion of initial 12 months commitment, no contract renewal will be required. Customer will continue on same subscribed plan at same monthly rental with no commitment. For more information visit www.etisalat.ae/freedomFree exclusive GoChat stickers to be used on GoChat messenger app. In case of migration to non-eligible plan, this benefit will be removed. For more information visit Etisalat.aeNew rules relating to migrations (downgrade, upgrade, applicable charges if any) are now applicable and can be found at: https://etisalat.ae/cpr2. Such rules prevail and supersede any and all terms and conditions found elsewhere in the Agreement.				
<div>Credit Limit : AED 1500</div> <div><i>You acknowledge that exceeding the credit limit will result in suspension of data and outgoing services, until you make sufficient payment to bring the accumulated Charges below the credit limit. You have the right to opt for a higher credit limit (at discretion of Etisalat) or lower credit limit. Etisalat will send you notices when you reach balance thresholds. Please refer to provisions of General T&Cs (Consumer) relating to credit limit or www.etisalat.ae for further information.</i></div>					

Penalty-Free Service Cancellation Period: Customer can exit the service contract within a maximum period of 5 days from activation without penalty charges (i.e. exit charges) if the service contract was mis-sold or the provided service did not comply with the service terms and conditions.

Bill Information:

Bill Cycle	Address Line 1	Address Line 2	PO Box	EMail(Bill to be sent on)
	abu dhabi		0	farha.nasim@gmail.com

Your authorization:

Terms and Conditions Agreed

Customer Signature	Company/Retail Shop Stamp	Salesperson has been verified
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For official use only

New Account No.: 0561246224	Store Name: GOTALK- LULU AL FALAH PLAZA AUH	Sales staff: RAVI LALWANI MAHESH KUMAR LALWANI
Request No.: 1410292605	Sub request No:	Party ID: 34617687
Authorised management signature:		

Terms and Conditions

Freedom Live Plans

1. INTRODUCTION

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

2. DEFINITIONS

- (a) **"Agreement"** means the entire contractual agreement between e& 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) **"Entertainment Pack/ Content Pack"** means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, video, social or internet calling) and additional non-telecom services (subscription offers for lifestyle services) available for Postpaid Customers of Etisalat, which the Customer can subscribe to from Etisalat website, Etisalat self-care portal, e& UAE mobile app, Etisalat business centers and Etisalat contact center.
- (d) **"e&"** means Emirates Telecommunications Group Company P.J.S.C.
- (e) **"Flexible Calls"** means local and international calls. The Customer may consult the list of countries to which he or she can make international calls to at www.etisalat.ae/fl, or through My Etisalat UAE mobile application.
- (f) **"General T&Cs (Consumer)"** means e&'s general terms and conditions for consumer (i.e. non-business) products and services which are published on e&'s website and are available through the other communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- (g) **"In-bundle Allowance"** means voice calls and mobile data allowances included in the Customer's postpaid mobile telecommunications service plan forming the Service.
- (h) **"Local Calls"** means calls to local UAE numbers excluding premium local numbers (e.g. 600).
- (i) **"Minimum Term"** has the meaning given to it in Clause 4(b).
- (j) **"RLH Data"** means roam like home service which allows the Customer to use the subscribed Service allowance for data abroad (subject to applicable terms and conditions) - through existing e&'s preferred roaming partners.
- (k) **"Service"** means the postpaid mobile service, as described in more detail in Clause 3.
- (l) **"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 e& partners, and presents a Smiles Buy 1 Get 1 voucher. e& partners' Terms and Conditions apply. The Buy 1 Get 1 offers can be viewed on e& Smiles Portal as well as in e& Smiles Application.
- (m) e& provides the Customer free-of-cost 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.
- (n) "Silver Category number" means a special number which may be assigned to eligible Customers under the Service.
- (o) **Standard Category number**" means number which is offered by default to the Customer.

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) There will be two options available for each plan. The Customer may opt to subscribe either to: i. the Local Minutes Plan or the Flexi Minutes Plan. For further details on different plan types please visit: www.etisalat.ae/fl.
 - (c) The Customer will be notified via SMS upon activation of Service to opt in to free Content Pack (if applicable). Content Pack data within the plan will only be used for apps available within the Content Packs. Once the Content Pack data is consumed, the Customer will start usage for Content Pack app from the local data allowance within the plan. For more details on Content Packs, please refer to e&'s website www.etisalat.ae/cp.
 - (d) RLH Data will be available in specific plans under the Service. For more details on the RLH service and the list of preferred roaming partners, please refer to Etisalat's website www.etisalat.ae/en/c/mobile/roam-like-home.jsp.
 - (e) All eligible plans under the Service will have a fixed amount of data. Roaming Data will be available in specific plans under the Service. For further details on different plan types please visit: [insert link].
 - (f) All eligible plans under the Service will have a free of-cost certain number of Wi-Fi hours. For further details on please visit: [insert link].
 - (g) GoChat application offer is offered on an ongoing basis i.e. Customers subscribing to any of the eligible plans at any time will get this entry benefit according to the below rules:
 - i. Unlimited GoChat data is valid for 12 months from eligible plan's subscription date after which GoChat data will be consumed from inclusive base plan data allowance; and
 - ii. a Customer will get this benefit only once in his/her lifetime under same line irrespective of subscribed eligible plan under same family or different post paid families.
- For further details on GoChat please visit: <https://www.gochatapp.net>.
- (h) All eligible Customers will be allowed to use the GoChat stickers within the GoChat messenger application.

- 1. 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).
- 2. Each of the plans under the Service allows the Customer to carry up to 50% of unused baseline local data allowance to the next month. Any such unused data can be carried forward for the next bill cycle only. If the Customer does not use the carried forward data during the next bill cycle, such data will be lost and will not be carried forward to the subsequent month. Data carry over rules are applicable to local data only.
- 3. Calls to premium numbers, such as those starting with a 600 prefix, are excluded from the Flexible Calls' allowances provided by the Services plans.
- 4. The Customer may switch between any two Services plans once a month.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding and in full force on and from the date on which the Customer submits a Service Application Form and the same is accepted by e&, or otherwise when e& registers the Customer subscription or purchase of the Service (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) After the completion of the Minimum Term, and unless terminated by the Customer in accordance with Clause 10 (Termination by the Customer), the Service shall continue on a monthly rolling basis. If, following the completion of the Minimum Term, the Customer does not wish to continue using the Service as described above, the Customer can terminate the Service in accordance Clause 10 (Termination by the Customer).

- (d) After the Minimum Term, in case of continuation of the Service, the same monthly rental Charges as applicable in the Minimum Term shall apply.
- (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 e& has under General T&Cs (Consumer), e& 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 e&'s opinion, is unlawful or abnormal (i.e shows considerably unusual usage pattern not typical for Customers own use).
 - (c) In case the Customer has been assigned a Silver category number with the Service, the Customer shall not be permitted during the Minimum Term to:
 - i. transfer or assign the right of use of the Silver category number to another customer;
 - ii. downgrade the Service;
 - iii. migrate the Service to any other e& mobile plan; or
 - iv. port out the Silver category number.
- (d) 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. e&'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. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages

8. CHARGES, BILLING & PAYMENT

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages

- (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 e& 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.

Terms and Conditions

Freedom Live Plans

(g) Charges for calls made post the consumption of minutes in the Customers' Allowance can be found at the Frequently Asked Questions (FAQs) section on the e& website.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- (a) Any request from the Customer to migrate a Service account or vary their subscription to the Service shall deemed to be an authorisation to e& 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.

10. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

11. SPENDING CAPS

Please see Clause (16 g) of the General T&Cs (Consumer) for the terms and conditions that apply to spending caps regarding optional non-telecommunications Services.

12. REFUND OF CREDIT BALANCE

Please see Clauses (16 e) and (16 f) of the General T&Cs (Consumer) for the provisions governing refund of credit balance for postpaid services.

13. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

14. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

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 e&.

15. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, he/ she must give e& prior written notice.

- (b) The Customer acknowledges that, upon receipt of the Customer's termination notice, e& shall terminate the Service.

- (c) 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, in accordance with Clause (15) of the General T&Cs (Consumer).

- (d) In case the Customer is using the Silver category number and elects to terminate the Service before the end of the Minimum Term, the Silver category number will be returned back to e& and the Customer will lose all rights attached to it and will no longer be able to use it.

- (e) In case of termination of the Service and the cessation of the relevant postpaid plan, Etisalat is entitled to reassign the corresponding Silver category number to another customer after the completion of the quarantine period of twelve (12) months and therefore the Customer will lose all rights attached to such Silver category number and will no longer be able to use it.

- (f) During the same quarantine period of twelve (12) months, the Customer may raise a request to e& for reactivation of the same Silver category number subject to the Customer subscribing again to the same postpaid plan. Without such new subscription, Etisalat has no obligation to reactivate such Silver category number for the Customer and the Customer will lose all rights attached to such number and will no longer be able to use it.

- (g) The provisions of Clauses 10(d), 10(e) and 10(f) of these Service Specific Terms shall not apply to the standard category numbers.

16. SERVICE PLAN MIGRATION

- (a) Where the Customer elects to migrate from his/ her existing Service plan to another plan, the existing free Content Packs will be migrated as per below rules:
 - i. If the Customer moves to another plan in the same Service plan family with the same or a greater number of included/ free Content Packs, then the existing Content Packs will move to the new plan; or
 - ii. If the Customer moves to another plan in the same Service plan family with a lesser number of included/ free Content Packs, then s/he will have to reduce the number of existing active packs to match the number Content Packs in the destination plan in order to migrate the Content Packs; or

- iii. If the Customer moves to a plan in a different plan family with no included/ free Content Packs, then the active Content Packs will be removed.

- (a) Where the Customer elects to migrate from his/ her existing Service plan to another plan, the following rules will apply to GoChat:

- i. In case of migrations between post paid plans that offer same GoChat benefits the Customer will continue to enjoy the benefit only for the remaining months i.e. she/he will not get another new 12 months (counter will not reset for the new migrated plan);
- ii. In case of system migration to a non-Minimum Term eligible plan upon expiry of the Minimum Term plan or in case of migration to another eligible plan after completing 12 months' benefit GoChat benefit will not be offered in such cases i.e. the Customer will get it only once in his/her lifetime;
- iii. In case the Customer migrated from a plan with GoChat before completing 12 months to a non-eligible plan the Customer will lose his/her GoChat benefit. Additionally, if she/he came back to same plan or migrated to an eligible plan, she/he will not get GoChat benefit.

17. CONTACTING ETISALAT

The Customer may contact e& 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).

18. VAT

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

19. CHANGES BY E&

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.

Terms & Conditions

Connect Pack

1. INTRODUCTION

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

2. DEFINITIONS

- (a) "Agreement" means the entire contractual agreement between e& 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) "e&" means Emirates Telecommunications Group Company P.J.S.C.
- (d) "General T&Cs (Consumer)" means e&'s general terms and conditions for consumer (i.e. non-business) products and services, which are published on e&'s website and are also available through the other communications channels referred to in clause 2(h) of General T&Cs (Consumer).
- (e) "Connect Pack" or "Service" means bundle of telecom services (dedicated local data for select social and internet calling) and additional non-telecom services (subscription offers for social and internet calling) available for postpaid Customers of e& as described in more detail in clause 3, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (f) Entertainment Pack" means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, video, sports, social, internet calling) and additional non-telecom services (subscription offers for lifestyle services) available for postpaid Customers of e&, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (g) "Content" means music, gaming, video, sports 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 e& 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 Connect Pack – part of a larger group of bundles called Entertainment Packs. Service details are available at www.e&.ae/cp.
- (b) General Rules of the Service:
 - i. All postpaid consumer Customers may subscribe the Connect Pack;
 - ii. Connect Pack subscription will be auto-renewed every month;
 - iii. Customers may subscribe to the Connect Pack only once - they cannot re-subscribe to Connect Pack if it is already active;
 - iv. Customers can have different Entertainment Pack at the same time – for example, Connect & a different Entertainment Pack may be subscribed together;
 - v. Connect Pack subscription will be available from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - vi. Connect Pack will have 2 main parts (Service details are available at www.e&.ae/cp):
 - a. 10 GB dedicated local data for select social & internet calling services;
 - b. Partner subscription offers;
 - vii. For the first month of activation, prorated rental will be charged and prorated allowances will be given;
 - viii. Data benefit can be used locally within UAE only;
 - ix. Unused allowances will be forfeited at end of ever month;

- x. Customers will receive notification on 50%, 70%, 90%, 100% data usage - Customers may also dial *101# or check My e& UAE mobile app to check their data balance;
- xi. Connect Pack will co-exist with other data and combo packages;
- xii. In case of co-existing data packages, dedicated Content data will be consumed first, before the regular postpaid data (plans / add-ons);
- xiii. Once Connect Pack data is consumed, Customers will be able to continue using included social and internet calling services from their primary postpaid plan's local data allowance or any subscribed data pack;
- xiv. All Connect Pack benefits can be managed by Customers using e& self-care portal, or My e& UAE mobile app;
- xv. On postpaid plan migration, Customer's active Connect Pass will continue to the new plan;
- xvi. Connect Pack monthly fee of AED 100 (excluding VAT) will be charged as long as the Customer remains subscribed to the Connect Pack, irrespective of usage of included benefits.
- (c) The following rules shall be applicable only for Partner Subscription Offers:
 - i. e& will update (remove/ add) apps and subscription offers within Connect Pack from time to time based on deals with Partners;
 - ii. Partners subscription offers will be subject to Partners' terms and conditions;
 - iii. Customers who buy the Connect Pack with a certain Partner benefit will receive a 1 month notice if the Partner or offer is removed/ updated;
 - iv. Customers will not be automatically subscribed to a new Partner or offer in case the existing Partner or offer is removed/ replaced - they will have to opt-in to the new Partner or offer from e& self-care portal or My e& UAE mobile app.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by e& (the "Effective Date").
- (b) The Service shall commence on the Effective Date.
- (c) The Agreement has a term of one (1) month (billing cycle) with auto-renewal starting on the date on which e& makes the Service available to the Customer ("Activation Date").

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 conditions set out by the Partner.
- 5.3 The Service is provided and operated by e& as a licensee only in the United Arab Emirates, e& is not responsible for and make no representations or warranties that the Service or any associated service(s), product(s) 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. e& 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 e& 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. e& 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 e&, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and e& will not be responsible nor liable for all aspects of the third party software. The Customer also agrees to automatically receive updated versions of the applications /website and related third party software.

- 5.9 e& 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, e& disclaims all warranties:

As to:

- (i) the availability of any such Content;
- (ii) the accuracy, quality or merchantability of any such Content;
- (iii) compliance with any description or requirement of any such Content;
- (iv) the quality of any Content accessed by Customer through the Customer's use of the Service will meet the Customer's expectations; or
- (v) any errors in the Service will be rectified; or
- (vi) the uninterrupted viewing of or access to any such Content;
- (vii) And that any such Content will not:
 - (1) contain any obscene, offensive, defamatory or otherwise actionable material;
 - (2) contain any advertising and promotional messages;
 - (3) 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;
 - (4) 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
 - (5) contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.

- 5.10 Use of the Service and access to it shall:

- 5.10.1 be at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.

- 5.10.2 be for personal use in the United Arab Emirates and any commercial use or exploitation of the Service is restricted and not allowed.

- 5.10.3 Under no circumstances, be shared, used or transferred to any person or entity, which does not officially reside in the United Arab Emirates or does not possess a valid residence visa or Emirates ID.

- 5.11 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. e& 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.

Terms & Conditions

Connect Pack

5.12 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.

5.13 To the extent permitted by applicable law, Customer agrees to defend, indemnify and hold e& 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 e& or any of the e& Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against e& or any of the e& Affiliates by any person and/or which e& or any of the e& 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 or Partners' terms and conditions;
- (iii) any action taken by e& 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.

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

6. e&'S OBLIGATIONS

e& 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. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages.

8. CHARGES, BILLING & PAYMENT

- a) The subscription fee is AED 100/ month, excluding VAT, and will be charged to the Customer every month;
- b) The Customer will be notified of all Charges that apply to the Service and of the Charges that are due for payment in each bill issued to the Customer by e&. 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. The Customer remains responsible for any uncollected amounts if a payment is not successfully settled due to insufficient funds, or other reasons and the Customer does not cancel the Service. e& may notify the Customer and suspend the Customers access to the Service until a valid payment method has been successfully charged;
- c) Monthly rental Charges and usage-based Charge: will be billed in arrears as per the applicable rules specified by e&.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- 9.1 Post-paid Customers will be charged at the end of the month;
- 9.2 No deposit will be required for this Service.

10. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

11. REFUND OF CREDIT BALANCE

Please see Clauses (16 e), (16 f) and (24) of the General T&Cs (Consumer) for the provisions governing refund of credit balance.

12. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

13. OTHER SPECIFIC PROVISIONS

e& reserves the right to take such steps as e& believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Service Specific Terms.

14. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

14.1 Subject to applicable laws and regulations e& 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:

- 1. e& 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;
- 2. the Customer fails to pay any Charges that fall due within the relevant timeframe;
- 3. e& 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;
- 4. 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;
- 5. In the event the circumstances set out in clause 1. of the General T&Cs (Consumer) are applicable, e& may suspend the Service and provide a credit to post-paid Customers;
- 6. As per clause 19 of the General T&Cs (Consumer)

14.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension and the Customer will continue to be charged for Service Charges until the Service is disconnected. Further, e& 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.

14.3 Following suspension, e& shall reactivate a Service only when e& is satisfied that the reason for suspension has been resolved.

14.4 e& 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, e& will give the Customer reasonable notice prior to such termination.

14.5 e& 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.

15. TERMINATION BY THE CUSTOMER

- (a) Customer can cancel or deactivate the Service at any point of time as per the instructions and opt-out process stated in paragraph
- (c) below of this clause; however, the monthly Charges will be implemented. The Customer will continue to have access to the Service until the end of the term;
- (b) The Customer may terminate the Service at any time and e& will not be liable for damages or costs of any sort resulting from such termination;
- (c) Un-subscription/ Cancelling auto-renewal/ Opt-out Process:
- (a) Customer can unsubscribe from the Service from e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (b) Customer can unsubscribe from any included benefit within the Service from e& self-care portal and My e& UAE mobile app.

16. CONTACTING e&

- a) The Customer may contact e& to discuss the Service, or any other product or service offered by e&, by calling the e& Contact Centre on 101 within the UAE, by calling 00971 8002300 (from an e& number) or 00971 400444101 (from a non-e& number) if calling from outside of the UAE, by visiting any e& point of sale, or by using one of the other contact methods stated on the Digital Channels.

17. 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) Unless otherwise specified, all Service prices are exclusive of VAT.

18. CHANGES BY e&

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.

Terms & Conditions

Gaming Pack

1. INTRODUCTION

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

2. DEFINITIONS

- (a) “Agreement” means the entire contractual agreement between e& 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) “e&” means Emirates Telecommunications Group Company P.J.S.C.
- (d) “General T&Cs (Consumer)” means e&’s general terms and conditions for consumer (i.e. non-business) products and services, which are published on e&’s website and are also available through the other communications channels referred to in clause 2(h) of General T&Cs (Consumer).
- (e) “Gaming Pack” or “Service” means bundle of telecom services (dedicated local data for select gaming services) and additional non-telecom services (subscription offers for gaming services) available for postpaid Customers of e& as described in more detail in clause 3, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (f) “Content Pack” means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, video, sports, social or internet calling) and additional non-telecom services (subscription offers for lifestyle services) available for postpaid Customers of e&, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (g) “Content” means music, gaming, video, sports, 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 contracter with e& 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 Gaming Pack – part of a larger group of bundles called Entertainment Packs. Service details are available at [www.e&.ae/cp](#).
- (b) General Rules of the Service:
 - i. All postpaid consumer Customers may subscribe the Gaming Pack;
 - ii. Gaming Pack subscription will be auto-renewed every month;
 - iii. Customers may subscribe to the Gaming Pack on once - they cannot re-subscribe to Gaming Pack if it is already active;
 - iv. Customers can have different Entertainment Pack at the same time – for example, Gaming & a different Entertainment Pack may be subscribed together;
 - v. Gaming Pack subscription will be available from e website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - vi. Gaming Pack will have 2 main parts (Service details are available at [www.e&.ae/cp](#)):
 - a. 10 GB dedicated local data for select Gaming services;
 - b. Partner subscription offers;
 - vii. For the first month of activation, prorated rental wi be charged and prorated allowances will be given;
 - viii. Data benefit can be used locally within UAE only;
 - ix. Unused allowances will be forfeited at end of ever month;

- x. Customers will receive notification on 50%, 70%, 90%, 100% data usage - Customers may also dial *101# or check My e& UAE mobile app to check their data balance;
- xi. Gaming Pack will co-exist with other data and combo packages;
- xii. In case of co-existing data packages, dedicated Content data will be consumed first, before the regular postpaid data (plans / add-ons);
- xiii. Once Gaming Pack data is consumed, Customers will be able to continue using included social and internet calling services from their primary postpaid plan’s local data allowance or any subscribed data pack;
- xiv. All Gaming Pack benefits can be managed by Customers using e& self-care portal, or My e& UAE mobile app;
- xv. On postpaid plan migration, Customer’s active Gaming Pack will continue to the new plan;
- xvi. Gaming Pack monthly fee of AED 100 (excluding VAT) will be charged as long as the Customer remains subscribed to the Gaming Pack, irrespective of usage of included benefits.
- (c) The following rules shall be applicable only for Partner Subscription Offers (“Partner Subscription Offers”):
 - i. e& will update (remove/ add) apps and subscriptic offers within Gaming Pack from time to time based on deals with Partners;
 - ii. Partners subscription offers will be subject to Partners’ terms and conditions;
 - iii. Customers who buy the Gaming Pack with a certain Partner benefit will receive a 1 month notice if the Partner or offer is removed/ updated;
 - iv. Customers will not be automatically subscribed to a new Partner or offer in case the existing Partner or offer is removed/ replaced - they will have to opt-in to the new Partner or offer from e& self-care portal or My e& UAE mobile app.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by e& (the “Effective Date”).
- (b) The Service shall commence on the Effective Date.
- (c) The Agreement has a term of one (1) month (billing cycle) with auto-renewal starting on the date on which e& makes the Service available to the Customer (“Activation Date”).

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 conditions set out by the Partner.
 - 5.3 The Service is provided and operated by e& as a licensee only in the United Arab Emirates, e& is not responsible for and make no representations or warranties that the Service or any associated service(s), product(s) 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. e& 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 e& 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 promotiona plans or subscriptions offered by third parties in conjunction with their own services and products. e& 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 tc 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 othe services provided by e&, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and e& will not be responsible nor liable for all aspects of the third party software. The Customer also agrees to automatically receive updated versions of the applications /website and related third party software.
- 5.9 e& 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, e& disclaims all warranties:

- As to:
- (i) the availability of any such Content;
 - (ii) the accuracy, quality or merchantability of any such Content;
 - (iii) compliance with any description or requirement of any such Content;
 - (iv) the quality of any Content accessed by Customer through the Customer’s use of the Service will meet the Customer’s expectations; or
 - (v) any errors in the Service will be rectified; or
 - (vi) the uninterrupted viewing of or access to any such Content;
 - (vii) And that any such Content will not:
 - (1) contain any obscene, offensive, defamatory or otherwise actionable material;
 - (2) contain any advertising and promotional messages;
 - (3) 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;
 - (4) 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
 - (5) contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.

- 5.10Use of the Service and access to it shall:
 - 5.10.1be at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.
 - 5.10.2be for personal use in the United Arab Emirates and any commercial use or exploitation of the Service is restricted and not allowed.
 - 5.10.3Under no circumstances, be shared, used or transferred to any person or entity, which does not officially reside in the United Arab Emirates or does not possess a valid residence vise or Emirates ID.
- 5.11The 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. e& 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.

Terms & Conditions

Gaming Pack

5.12 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.

5.13 To the extent permitted by applicable law, Customer agrees to defend, indemnify and hold e& 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 e& or any of the e& Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against e& or any of the e& Affiliates by any person and/or which e& or any of the e& 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 or Partners' terms and conditions;
- (iii) any action taken by e& 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.

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

6. e&'S OBLIGATIONS

e& 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. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages.

8. CHARGES, BILLING & PAYMENT

- a) The subscription fee is AED 100/ month, excluding VAT, and will be charged to the Customer every month;
- b) The Customer will be notified of all Charges that apply to the Service and of the Charges that are due for payment in each bill issued to the Customer by e&. 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. The Customer remains responsible for any uncollected amounts if a payment is not successfully settled due to insufficient funds, or other reasons and the Customer does not cancel the Service. e& may notify the Customer and suspend the Customers access to the Service until a valid payment method has been successfully charged;
- c) Monthly rental Charges and usage-based Charge: will be billed in arrears as per the applicable rules specified by e&.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- 9.1 Post-paid Customers will be charged at the end of the month;
- 9.2 No deposit will be required for this Service.

10. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

11. REFUND OF CREDIT BALANCE

Please see Clauses (16 e) and (16 f) of the General T&Cs (Consumer) for the provisions governing refund of credit balance.

12. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

13. OTHER SPECIFIC PROVISIONS

e& reserves the right to take such steps as e& believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Service Specific Terms.

14. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

- 14.1 Subject to applicable laws and regulations e& 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) e& 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) the Customer fails to pay any Charges that fall due within the relevant timeframe;
 - (iii) e& 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;
 - (iv) 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;
 - (v) In the event the circumstances set out in clause 14.1 of the General T&Cs (Consumer) are applicable, e& may suspend the Service and provide a credit to post-paid Customers;
 - (vi) As per clause 19 of the General T&Cs (Consumer).
- 14.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension and the Customer will continue to be charged for Service Charges until the Service is disconnected. Further, e& 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.
- 14.3 Following suspension, e& shall reactivate a Service only when e& is satisfied that the reason for suspension has been resolved.

14.4 e& 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, e& will give the Customer reasonable notice prior to such termination.

14.5 e& 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.

15. TERMINATION BY THE CUSTOMER

- (a) Customer can cancel or deactivate the Service at any point of time as per the instructions and opt-out process stated in paragraph
- (c) below of this clause; however, the monthly Charges will be implemented. The Customer will continue to have access to the Service until the end of the term;
- (b) The Customer may terminate the Service at any time and e& will not be liable for damages or costs of any sort resulting from such termination;
- (c) Un-subscription/ Cancelling auto-renewal/ Opt-out Process:
 - (a) Customer can unsubscribe from the Service from e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - (b) Customer can unsubscribe from any included benefit within the Service from e& self-care portal and My e& UAE mobile app.

16. CONTACTING e&

- a) The Customer may contact e& to discuss the Service, or any other product or service offered by e&, by calling the e& Contact Centre on 101 within the UAE, by calling 00971 8002300 (from an e& number) or 00971 400444101 (from a non-e& number) if calling from outside of the UAE, by visiting any e& point of sale, or by using one of the other contact methods stated on the Digital Channels.

17. 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) Unless otherwise specified, all Service prices are exclusive of VAT.

18. CHANGES BY e&

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.

Terms & Conditions

Music Pack

1. INTRODUCTION

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

2. DEFINITIONS

- (a) “Agreement” means the entire contractual agreement between e& 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) “e&” means Emirates Telecommunications Group Company P.J.S.C.
- (d) “General T&Cs (Consumer)” means e&’s general terms and conditions for consumer (i.e. non-business) products and services, which are published on e&’s website and are also available through the other communications channels referred to in clause 2(h) of General T&Cs (Consumer).
- (e) Music Pack” or “Service” means bundle of telecom services (dedicated local data for select music services) and additional non-telecom services (subscription offers for music services) available for postpaid Customers of e& as described in more detail in clause 3, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (f) “Content Pack” means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, video, sports, social or internet calling) and additional non-telecom services (subscription offers for lifestyle services) available for postpaid Customers of e&, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (g) “Content” means music, gaming, sports, 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 contracter with e& 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 Music Pack – part of a larger group of bundles called Entertainment Packs. Service details are available at [www.e&.ae/cp](#).
- (b) General Rules of the Service:
 - i. All postpaid consumer Customers may subscribe the Music Pack;
 - ii. Music Pack subscription will be auto-renewed eve month;
 - iii. Customers may subscribe to the Music Pack only once - they cannot re-subscribe to Music Pack if it is already active;
 - iv. Customers can have different Entertainment Pack at the same time – for example, Music & a different Entertainment Pack may be subscribed together;
 - v. Music Pack subscription will be available from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - vi. Music Pack will have 2 main parts (Service details are available at [www.e&.ae/cp](#)):
 - a. 10 GB dedicated local data for select Music services;
 - b. Partner subscription offers;
 - vii. For the first month of activation, prorated rental wi be charged and prorated allowances will be given;
 - viii. Data benefit can be used locally within UAE only;
 - ix. Unused allowances will be forfeited at end of ever month;

- x. Customers will receive notification on 50%, 70%, 90%, 100% data usage - Customers may also dial *101# or check My e& UAE mobile app to check their data balance;
- xi. Music Pack will co-exist with other data and comb packages;
- xii. In case of co-existing data packages, dedicated Content data will be consumed first, before the regular postpaid data (plans / add-ons);
- xiii. Once Music Pack data is consumed, Customers will be able to continue using included social and internet calling services from their primary postpaid plan’s local data allowance or any subscribed data pack;
- xiv. All Music Pack benefits can be managed by Customers using e& self-care portal, or My e& UAE mobile app;
- xv. On postpaid plan migration, Customer’s active Music Pack will continue to the new plan;
- xvi. Music Pack monthly fee of AED 100 (excluding VAT) will be charged as long as the Customer remains subscribed to the Music Pack, irrespective of usage of included benefits.
- (c) The following rules shall be applicable only for Partner Subscription Offers (“Partner Subscription Offers”):
 - i. e& will update (remove/ add) apps and subscriptic offers within Music Pack from time to time based on deals with Partners;
 - ii. Partners subscription offers will be subject to Partners’ terms and conditions;
 - iii. Customers who buy the Music Pack with a certain Partner benefit will receive a 1 month notice if the Partner or offer is removed/ updated;
 - iv. Customers will not be automatically subscribed to a new Partner or offer in case the existing Partner or offer is removed/ replaced - they will have to opt-in to the new Partner or offer from e& self-care portal or My e& UAE mobile app.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by e& (the “Effective Date”).
- (b) The Service shall commence on the Effective Date.
- (c) The Agreement has a term of one (1) month (billing cycle) with auto-renewal starting on the date on which e& makes the Service available to the Customer (“Activation Date”).

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 conditions set out by the Partner.
- 5.3 The Service is provided and operated by e& as a licensee only in the United Arab Emirates, e& is not responsible for and make no representations or warranties that the Service or any associated service(s), product(s) 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. e& 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 e& 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 promotiona plans or subscriptions offered by third parties in conjunction with their own services and products. e& 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 tc 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 othe services provided by e&, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and e& will not be responsible nor liable for all aspects of the third party software. The Customer also agrees to automatically receive updated versions of the applications /website and related third party software.

- 5.9 e& 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, e& disclaims all warranties:

As to:

- (i) the availability of any such Content;
- (ii) the accuracy, quality or merchantability of any such Content;
- (iii) compliance with any description or requirement of any such Content;
- (iv) the quality of any Content accessed by Customer through the Customer’s use of the Service will meet the Customer’s expectations; or
- (v) any errors in the Service will be rectified; or
- (vi) the uninterrupted viewing of or access to any such Content;
- (vii) And that any such Content will not:
 - (1) contain any obscene, offensive, defamatory or otherwise actionable material;
 - (2) contain any advertising and promotional messages;
 - (3) 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;
 - (4) 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
 - (5) contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.

- 5.10Use of the Service and access to it shall:

- 5.10.1be at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.

- 5.10.2be for personal use in the United Arab Emirates and any commercial use or exploitation of the Service is restricted and not allowed.

- 5.10.3Under no circumstances, be shared, used or transferred to any person or entity, which does not officially reside in the United Arab Emirates or does not possess a valid residence vise or Emirates ID.

- 5.11The 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. e& 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.

Terms & Conditions

Music Pack

5.12 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.

5.13 To the extent permitted by applicable law, Customer agrees to defend, indemnify and hold e& 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 e& or any of the e& Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against e& or any of the e& Affiliates by any person and/or which e& or any of the e& 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 or Partners' terms and conditions;
- (iii) any action taken by e& 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.

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

6. e&'S OBLIGATIONS

e& 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. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages.

8. CHARGES, BILLING & PAYMENT

- a) The subscription fee is AED 100/ month, excluding VAT, and will be charged to the Customer every month;
- b) The Customer will be notified of all Charges that apply to the Service and of the Charges that are due for payment in each bill issued to the Customer by e&. 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. The Customer remains responsible for any uncollected amounts if a payment is not successfully settled due to insufficient funds, or other reasons and the Customer does not cancel the Service. e& may notify the Customer and suspend the Customers access to the Service until a valid payment method has been successfully charged;
- c) Monthly rental Charges and usage-based Charge: will be billed in arrears as per the applicable rules specified by e&.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- 9.1 Post-paid Customers will be charged at the end of the month;
- 9.2 No deposit will be required for this Service.

10. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

11. REFUND OF CREDIT BALANCE

Please see Clauses (16 e), (16 f) and (24) of the General T&Cs (Consumer) for the provisions governing refund of credit balance.

12. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

13. OTHER SPECIFIC PROVISIONS

e& reserves the right to take such steps as e& believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Service Specific Terms.

14. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

14.1 Subject to applicable laws and regulations e& 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:

- 1. e& 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;
- 2. the Customer fails to pay any Charges that fall due within the relevant timeframe;
- 3. e& 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;
- 4. 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;
- 5. In the event the circumstances set out in clause 1. of the General T&Cs (Consumer) are applicable, e& may suspend the Service and provide a credit to post-paid Customers;
- 6. As per clause 19 of the General T&Cs (Consumer)

14.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension and the Customer will continue to be charged for Service Charges until the Service is disconnected. Further, e& 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.

14.3 Following suspension, e& shall reactivate a Service only when e& is satisfied that the reason for suspension has been resolved.

14.4 e& 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, e& will give the Customer reasonable notice prior to such termination.

14.5 e& 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.

15. TERMINATION BY THE CUSTOMER

- (a) Customer can cancel or deactivate the Service at any point of time as per the instructions and opt-out process stated in paragraph
- (c) below of this clause; however, the monthly Charges will be implemented. The Customer will continue to have access to the Service until the end of the term;
- (b) The Customer may terminate the Service at any time and e& will not be liable for damages or costs of any sort resulting from such termination;
- (c) Un-subscription/ Cancelling auto-renewal/ Opt-out Process:
- (a) Customer can unsubscribe from the Service from e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (b) Customer can unsubscribe from any included benefit within the Service from e& self-care portal and My e& UAE mobile app.

16. CONTACTING e&

- a) The Customer may contact e& to discuss the Service, or any other product or service offered by e&, by calling the e& Contact Centre on 101 within the UAE, by calling 00971 8002300 (from an e& number) or 00971 400444101 (from a non-e& number) if calling from outside of the UAE, by visiting any e& point of sale, or by using one of the other contact methods stated on the Digital Channels.
- b) Any complaints should be directed to e&'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)

17. VAT

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

18. CHANGES BY e&

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.

Terms & Conditions

Sports Pack

1. INTRODUCTION

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

2. DEFINITIONS

- (a) “Agreement” means the entire contractual agreement between e& 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) “e&” means Emirates Telecommunications Group Company P.J.S.C.
- (d) “General T&Cs (Consumer)” means e&’s general terms and conditions for consumer (i.e. non-business) products and services, which are published on e&’s website and are also available through the other communications channels referred to in clause 2(h) of General T&Cs (Consumer).
- (e) “Sports Pack” or “Service” means bundle of telecom services (dedicated local data for select Sports services) and additional non-telecom services (subscription offers for Sports services) available for postpaid Customers of e& as described in more detail in clause 3, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (f) “Content Pack” means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, video, sports, social or internet calling) and additional non-telecom services (subscription offers for lifestyle services) available for postpaid Customers of e&, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (g) “Content” means music, gaming, video, sports 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 contracter with e& 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 Sports Pack – part of a larger group of bundles called Entertainment Packs. Service details are available at [www.e&.ae/cp](#).
- (b) General Rules of the Service:
 - i. All postpaid consumer Customers may subscribe the Sports Pack;
 - ii. Sports Pack subscription will be auto-renewed every month;
 - iii. Customers may subscribe to the Sports Pack only once - they cannot re-subscribe to Sports Pack if it is already active;
 - iv. Customers can have different Entertainment Pack at the same time – for example, Sports & a different Entertainment Pack may be subscribed together;
 - v. Sports Pack subscription will be available from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - vi. Sports Pack will have 2 main parts (Service detail: are available at [www.e&.ae/cp](#)):
 - a. 10 GB dedicated local data for select Sports services;
 - b. Partner subscription offers;
 - vii. For the first month of activation, prorated rental wi be charged and prorated allowances will be given;
 - viii. Data benefit can be used locally within UAE only;
 - ix. Unused allowances will be forfeited at end of ever month;

- x. Customers will receive notification on 50%, 70%, 90%, 100% data usage - Customers may also dial *101# or check My e& UAE mobile app to check their data balance;
- xi. Sports Pack will co-exist with other data and combo packages;
- xii. In case of co-existing data packages, dedicated Content data will be consumed first, before the regular postpaid data (plans / add-ons);
- xiii. Once Sports Pack data is consumed, Customers will be able to continue using included social and internet calling services from their primary postpaid plan’s local data allowance or any subscribed data pack;
- xiv. All Sports Pack benefits can be managed by Customers using e& self-care portal, or My e& UAE mobile app;
- xv. On postpaid plan migration, Customer’s active Sports Pack will continue to the new plan;
- xvi. Sports Pack monthly fee of AED 100 (excluding VAT) will be charged as long as the Customer remains subscribed to the Music Pack, irrespective of usage of included benefits.
- (c) The following rules shall be applicable only for Partner Subscription Offers (“Partner Subscription Offers”):
 - i. e& will update (remove/ add) apps and subscriptic offers within Sports Pack from time to time based on deals with Partners;
 - ii. Partners subscription offers will be subject to Partners’ terms and conditions;
 - iii. Customers who buy the Sports Pack with a certain Partner benefit will receive a 1 month notice if the Partner or offer is removed/ updated;
 - iv. Customers will not be automatically subscribed to a new Partner or offer in case the existing Partner or offer is removed/ replaced - they will have to opt-in to the new Partner or offer from e& self-care portal or My e& UAE mobile app.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by e& (the “Effective Date”).
- (b) The Service shall commence on the Effective Date.
- (c) The Agreement has a term of one (1) month (billing cycle) with auto-renewal starting on the date on which e& makes the Service available to the Customer (“Activation Date”).

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 conditions set out by the Partner.
- 5.3 The Service is provided and operated by e& as a licensee only in the United Arab Emirates, e& is not responsible for and make no representations or warranties that the Service or any associated service(s), product(s) 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. e& 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 e& 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 promotiona plans or subscriptions offered by third parties in conjunction with their own services and products. e& 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 tc 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 othe services provided by e&, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and e& will not be responsible nor liable for all aspects of the third party software. The Customer also agrees to automatically receive updated versions of the applications /website and related third party software.

- 5.9 e& 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, e& disclaims all warranties:

As to:

- (i) the availability of any such Content;
- (ii) the accuracy, quality or merchantability of any such Content;
- (iii) compliance with any description or requirement of any such Content;
- (iv) the quality of any Content accessed by Customer through the Customer’s use of the Service will meet the Customer’s expectations; or
- (v) any errors in the Service will be rectified; or
- (vi) the uninterrupted viewing of or access to any such Content;
- (vii) And that any such Content will not:
 - (1) contain any obscene, offensive, defamatory or otherwise actionable material;
 - (2) contain any advertising and promotional messages;
 - (3) 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;
 - (4) 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
 - (5) contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.

5.10 Use of the Service and access to it shall:

- 5.10.1 be at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.

- 5.10.2 be for personal use in the United Arab Emirates and any commercial use or exploitation of the Service is restricted and not allowed.

- 5.10.3 Under no circumstances, be shared, used or transferred to any person or entity, which does not officially reside in the United Arab Emirates or does not possess a valid residence vise or Emirates ID.

- 5.11 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. e& 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.

Terms & Conditions

Sports Pack

5.12 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.

5.13 To the extent permitted by applicable law, Customer agrees to defend, indemnify and hold e& 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 e& or any of the e& Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against e& or any of the e& Affiliates by any person and/or which e& or any of the e& 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 or Partners' terms and conditions;
- (iii) any action taken by e& 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.

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

6. e&'S OBLIGATIONS

e& 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. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages.

8. CHARGES, BILLING & PAYMENT

- a) The subscription fee is AED 100/ month, excluding VAT, and will be charged to the Customer every month;
- b) The Customer will be notified of all Charges that apply to the Service and of the Charges that are due for payment in each bill issued to the Customer by e&. 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. The Customer remains responsible for any uncollected amounts if a payment is not successfully settled due to insufficient funds, or other reasons and the Customer does not cancel the Service. e& may notify the Customer and suspend the Customers access to the Service until a valid payment method has been successfully charged;
- c) Monthly rental Charges and usage-based Charge: will be billed in arrears as per the applicable rules specified by e&.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- 9.1 Post-paid Customers will be charged at the end of the month;
- 9.2 No deposit will be required for this Service.

10. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

11. REFUND OF CREDIT BALANCE

Please see Clauses (16 e), (16 f) and (24) of the General T&Cs (Consumer) for the provisions governing refund of credit balance.

12. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

13. OTHER SPECIFIC PROVISIONS

e& reserves the right to take such steps as e& believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Service Specific Terms.

14. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

- 14.1 Subject to applicable laws and regulations e& 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). e& 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). the Customer fails to pay any Charges that fall due within the relevant timeframe;
 - (iii). e& 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;
 - (iv). 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;
 - (v). In the event the circumstances set out in clause 14 of the General T&Cs (Consumer) are applicable, e& may suspend the Service and provide a credit to post-paid Customers;
 - (vi). As per clause 19 of the General T&Cs (Consumer).
- 14.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension and the Customer will continue to be charged for Service Charges until the Service is disconnected. Further, e& 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.
- 14.3 Following suspension, e& shall reactivate a Service only when e& is satisfied that the reason for suspension has been resolved.

14.4 e& 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, e& will give the Customer reasonable notice prior to such termination.

14.5 e& 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.

15. TERMINATION BY THE CUSTOMER

- (a) Customer can cancel or deactivate the Service at any point of time as per the instructions and opt-out process stated in paragraph
- (c) below of this clause; however, the monthly Charges will be implemented. The Customer will continue to have access to the Service until the end of the term;
- (b) The Customer may terminate the Service at any time and e& will not be liable for damages or costs of any sort resulting from such termination;
- (c) Un-subscription/ Cancelling auto-renewal/ Opt-out Process:
 - (a) Customer can unsubscribe from the Service from e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - (b) Customer can unsubscribe from any included benefit within the Service from e& self-care portal and My e& UAE mobile app.

16. CONTACTING e&

- a) The Customer may contact e& to discuss the Service, or any other product or service offered by e&, by calling the e& Contact Centre on 101 within the UAE, by calling 00971 8002300 (from an e& number) or 00971 400444101 (from a non-e& number) if calling from outside of the UAE, by visiting any e& point of sale, or by using one of the other contact methods stated on the Digital Channels.
- b) Any complaints should be directed to e&'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)

17. 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.

18. CHANGES BY e&

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.

Terms & Conditions

Video Pack

1. INTRODUCTION

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

2. DEFINITIONS

- (a) “Agreement” means the entire contractual agreement between e& 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) “e&” means Emirates Telecommunications Group Company P.J.S.C.
- (d) “General T&Cs (Consumer)” means e&’s general terms and conditions for consumer (i.e. non-business) products and services, which are published on e&’s website and are also available through the other communications channels referred to in clause 2(h) of General T&Cs (Consumer).
- (e) "Video Pack" or “Service” means bundle of telecom services (dedicated local data for select Video services) and additional non-telecom services (subscription offers for Video services) available for postpaid Customers of e& as described in more detail in clause 3, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (f) “Content Pack” means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, video, sports, social or internet calling) and additional non-telecom services (subscription offers for lifestyle services) available for postpaid Customers of e&, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (g) “Content” means music, gaming, video, sports 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 contracter with e& 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 Video Pack – part of a larger group of bundles called Entertainment Packs. Service details are available at [www.e&.ae/cp](#).
- (b) General Rules of the Service:
 - i. All postpaid consumer Customers may subscribe the Video Pack;
 - ii. Video Pack subscription will be auto-renewed eve month;
 - iii. Customers may subscribe to the Video Pack only once - they cannot re-subscribe to Video Pack if it is already active;
 - iv. Customers can have different Entertainment Pack at the same time – for example, Video & a different Entertainment Pack may be subscribed together;
 - v. Video Pack subscription will be available from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - vi. Video Pack will have 2 main parts (Service details are available at [www.e&.ae/cp](#)):
 - a. 10 GB dedicated local data for select Video services;
 - b. Partner subscription offers;
 - vii. For the first month of activation, prorated rental wi be charged and prorated allowances will be given;
 - viii. Data benefit can be used locally within UAE only;
 - ix. Unused allowances will be forfeited at end of ever month;

- x. Customers will receive notification on 50%, 70%, 90%, 100% data usage - Customers may also dial *101# or check My e& UAE mobile app to check their data balance;
- xi. Video Pack will co-exist with other data and comb packages;
- xii. In case of co-existing data packages, dedicated Content data will be consumed first, before the regular postpaid data (plans / add-ons);
- xiii. Once Video Pack data is consumed, Customers will be able to continue using included social and internet calling services from their primary postpaid plan’s local data allowance or any subscribed data pack;
- xiv. All Video Pack benefits can be managed by Customers using e& self-care portal, or My e& UAE mobile app;
- xv. On postpaid plan migration, Customer’s active Video Pack will continue to the new plan;
- xvi. Video Pack monthly fee of AED 100 (excluding VAT) will be charged as long as the Customer remains subscribed to the Music Pack, irrespective of usage of included benefits.
- (c) The following rules shall be applicable only for Partner Subscription Offers (“Partner Subscription Offers”):
 - i. e& will update (remove/ add) apps and subscriptic offers within Video Pack from time to time based on deals with Partners;
 - ii. Partners subscription offers will be subject to Partners’ terms and conditions;
 - iii. Customers who buy the Video Pack with a certain Partner benefit will receive a 1 month notice if the Partner or offer is removed/ updated;
 - iv. Customers will not be automatically subscribed to a new Partner or offer in case the existing Partner or offer is removed/ replaced - they will have to opt-in to the new Partner or offer from e& self-care portal or My e& UAE mobile app.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by e& (the “Effective Date”).
- (b) The Service shall commence on the Effective Date.
- (c) The Agreement has a term of one (1) month (billing cycle) with auto-renewal starting on the date on which e& makes the Service available to the Customer (“Activation Date”).

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 conditions set out by the Partner.
 - 5.3 The Service is provided and operated by e& as a licensee only in the United Arab Emirates, e& is not responsible for and make no representations or warranties that the Service or any associated service(s), product(s) 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. e& 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 e& 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 promotiona plans or subscriptions offered by third parties in conjunction with their own services and products. e& 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 tc 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 othe services provided by e&, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and e& will not be responsible nor liable for all aspects of the third party software. The Customer also agrees to automatically receive updated versions of the applications /website and related third party software.
- 5.9 e& 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, e& disclaims all warranties:

- As to:
- (i) the availability of any such Content;
 - (ii) the accuracy, quality or merchantability of any such Content;
 - (iii) compliance with any description or requirement of any such Content;
 - (iv) the quality of any Content accessed by Customer through the Customer’s use of the Service will meet the Customer’s expectations; or
 - (v) any errors in the Service will be rectified; or
 - (vi) the uninterrupted viewing of or access to any such Content;
 - (vii) And that any such Content will not:
 - (1) contain any obscene, offensive, defamatory or otherwise actionable material;
 - (2) contain any advertising and promotional messages;
 - (3) 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;
 - (4) 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
 - (5) contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.

- 5.10Use of the Service and access to it shall:
 - 5.10.1be at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.
 - 5.10.2be for personal use in the United Arab Emirates and any commercial use or exploitation of the Service is restricted and not allowed.
 - 5.10.3Under no circumstances, be shared, used or transferred to any person or entity, which does not officially reside in the United Arab Emirates or does not possess a valid residence vise or Emirates ID.
- 5.11The 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. e& 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.

Terms & Conditions

Video Pack

5.12 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.

5.13 To the extent permitted by applicable law, Customer agrees to defend, indemnify and hold e& 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 e& or any of the e& Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against e& or any of the e& Affiliates by any person and/or which e& or any of the e& 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 or Partners' terms and conditions;
- (iii) any action taken by e& 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.

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

6. e&'S OBLIGATIONS

e& 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. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages.

8. CHARGES, BILLING & PAYMENT

- a) The subscription fee is AED 100/ month, excluding VAT, and will be charged to the Customer every month;
- b) The Customer will be notified of all Charges that apply to the Service and of the Charges that are due for payment in each bill issued to the Customer by e&. 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. The Customer remains responsible for any uncollected amounts if a payment is not successfully settled due to insufficient funds, or other reasons and the Customer does not cancel the Service. e& may notify the Customer and suspend the Customers access to the Service until a valid payment method has been successfully charged;
- c) Monthly rental Charges and usage-based Charge: will be billed in arrears as per the applicable rules specified by e&.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- 9.1 Post-paid Customers will be charged at the end of the month;
- 9.2 No deposit will be required for this Service.

10. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

11. REFUND OF CREDIT BALANCE

Please see Clauses (16 e), (16 f) and (24) of the General T&Cs (Consumer) for the provisions governing refund of credit balance.

12. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

13. OTHER SPECIFIC PROVISIONS

e& reserves the right to take such steps as e& believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Service Specific Terms.

14. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

- 14.1 Subject to applicable laws and regulations e& 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). e& 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). the Customer fails to pay any Charges that fall due within the relevant timeframe;
 - (iii). e& 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;
 - (iv). 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;
 - (v). In the event the circumstances set out in clause 14 of the General T&Cs (Consumer) are applicable, e& may suspend the Service and provide a credit to post-paid Customers;
 - (vi). As per clause 19 of the General T&Cs (Consumer).
- 14.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension and the Customer will continue to be charged for Service Charges until the Service is disconnected. Further, e& 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.
- 14.3 Following suspension, e& shall reactivate a Service only when e& is satisfied that the reason for suspension has been resolved.

14.4 e& 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, e& will give the Customer reasonable notice prior to such termination.

14.5 e& 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.

15. TERMINATION BY THE CUSTOMER

- (a) Customer can cancel or deactivate the Service at any point of time as per the instructions and opt-out process stated in paragraph
- (c) below of this clause; however, the monthly Charges will be implemented. The Customer will continue to have access to the Service until the end of the term;
- (b) The Customer may terminate the Service at any time and e& will not be liable for damages or costs of any sort resulting from such termination;
- (c) Un-subscription/ Cancelling auto-renewal/ Opt-out Process:
 - (a) Customer can unsubscribe from the Service from e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - (b) Customer can unsubscribe from any included benefit within the Service from e& self-care portal and My e& UAE mobile app.

16. CONTACTING e&

- a) The Customer may contact e& to discuss the Service, or any other product or service offered by e&, by calling the e& Contact Centre on 101 within the UAE, by calling 00971 8002300 (from an e& number) or 00971 400444101 (from a non-e& number) if calling from outside of the UAE, by visiting any e& point of sale, or by using one of the other contact methods stated on the Digital Channels.

17. 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) Unless otherwise specified, all Service prices are exclusive of VAT.

18. CHANGES BY e&

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.

Terms & Conditions

Lifestyle Pack



1. INTRODUCTION

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

2. DEFINITIONS

- (a) "Agreement" means the entire contractual agreement between e& 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) "e&" means Emirates Telecommunications Group Company P.J.S.C.
- (d) "General T&Cs (Consumer)" means e&'s general terms and conditions for consumer (i.e. non-business) products and services, which are published on e&'s website and are also available through the other communications channels referred to in clause 2(h) of General T&Cs (Consumer).
- (e) "Lifestyle Pack" or "Service" means bundle of telecom services (dedicated local data for select Lifestyle services) and additional non-telecom services (subscription offers for Lifestyle services) available for postpaid Customers of e& as described in more detail in clause 3, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (f) "Content Pack" means bundle of telecom services (dedicated local data for select lifestyle services, including but not limited to music, gaming, Lifestyle, sports, social or internet calling) and additional non-telecom services (subscription offers for lifestyle services) available for postpaid Customers of e&, which the Customer can subscribe to from e& website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
- (g) "Content" means music, gaming, video, Lifestyle 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 e& 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 Lifestyle Pack – part of a larger group of bundles called Entertainment Packs. Service details are available at www.e&.ae/cp.
- (b) General Rules of the Service:
 - i. All postpaid consumer Customers may subscribe the Lifestyle Pack;
 - ii. Lifestyle Pack subscription will be auto-renewed every month;
 - iii. Customers may subscribe to the Lifestyle Pack only once - they cannot re-subscribe to Lifestyle Pack if it is already active;
 - iv. Customers can have different Entertainment Pack at the same time – for example, Lifestyle & a different Entertainment Pack may be subscribed together;
 - v. Lifestyle Pack subscription will be available from e website, e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - vi. Lifestyle Pack will have 2 main parts (Service details are available at www.e&.ae/cp):
 - a. 10 GB dedicated local data for select Lifestyle services;
 - b. Partner subscription offers;
 - vii. For the first month of activation, prorated rental will be charged and prorated allowances will be given;
 - viii. Data benefit can be used locally within UAE only;
 - ix. Unused allowances will be forfeited at end of ever month;

- x. Customers will receive notification on 50%, 70%, 90%, 100% data usage - Customers may also dial *101# or check My e& UAE mobile app to check their data balance;
- xi. Lifestyle Pack will co-exist with other data and combo packages;
- xii. In case of co-existing data packages, dedicated Content data will be consumed first, before the regular postpaid data (plans / add-ons);
- xiii. Once Lifestyle Pack data is consumed, Customers will be able to continue using included social and internet calling services from their primary postpaid plan's local data allowance or any subscribed data pack;
- xiv. All Lifestyle Pack benefits can be managed by Customers using e& self-care portal, or My e& UAE mobile app;
- xv. On postpaid plan migration, Customer's active Lifestyle Pack will continue to the new plan;
- xvi. Lifestyle Pack monthly fee of AED 100 (excluding VAT) will be charged as long as the Customer remains subscribed to the Lifestyle Pack, irrespective of usage of included benefits.
- (c) The following rules shall be applicable only for Partner Subscription Offers ("Partner Subscription Offers"):
 - i. e& will update (remove/ add) apps and subscripctic offers within Lifestyle Pack from time to time based on deals with Partners;
 - ii. Partners subscription offers will be subject to Partners' terms and conditions;
 - iii. Customers who buy the Lifestyle Pack with a certain Partner benefit will receive a 1 month notice if the Partner or offer is removed/ updated;
 - iv. Customers will not be automatically subscribed to a new Partner or offer in case the existing Partner or offer is removed/ replaced - they will have to opt-in to the new Partner or offer from e& self-care portal or My e& UAE mobile app.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by e& (the "Effective Date").
- (b) The Service shall commence on the Effective Date.
- (c) The Agreement has a term of one (1) month (billing cycle) with auto-renewal starting on the date on which e& makes the Service available to the Customer ("Activation Date").

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 conditions set out by the Partner.
- 5.3 The Service is provided and operated by e& as a licensee only in the United Arab Emirates, e& is not responsible for and make no representations or warranties that the Service or any associated service(s), product(s) 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. e& 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 e& 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 promotiona plans or subscriptions offered by third parties in conjunction with their own services and products. e& 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 tc 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 othe services provided by e&, the Customer acknowledges that the use of the Service may require third party software that is subject to third party licenses and e& will not be responsible nor liable for all aspects of the third party software. The Customer also agrees to automatically receive updated versions of the applications /website and related third party software.

- 5.9 e& 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, e& disclaims all warranties:

As to:

- (i) the availability of any such Content;
- (ii) the accuracy, quality or merchantability of any such Content;
- (iii) compliance with any description or requirement of any such Content;
- (iv) the quality of any Content accessed by Customer through the Customer's use of the Service will meet the Customer's expectations; or
- (v) any errors in the Service will be rectified; or
- (vi) the uninterrupted viewing of or access to any such Content;
- (vii) And that any such Content will not:

- (1) contain any obscene, offensive, defamatory or otherwise actionable material;
- (2) contain any advertising and promotional messages;
- (3) 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;
- (4) 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
- (5) contain any material in any form that would otherwise render Customer liable for or expose Customer to any proceedings whatsoever.

5.10Use of the Service and access to it shall:

- 5.10.1be at the Customers own risk and liability and to the maximum extent permitted by applicable laws and regulations.

- 5.10.2be for personal use in the United Arab Emirates and any commercial use or exploitation of the Service is restricted and not allowed.

- 5.10.3Under no circumstances, be shared, used or transferred to any person or entity, which does not officially reside in the United Arab Emirates or does not possess a valid residence vise or Emirates ID.

- 5.11The 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. e& 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.

5.12 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.

5.13 To the extent permitted by applicable law, Customer agrees to defend, indemnify and hold e& 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 e& or any of the e& Affiliates in defending any such actions, claims or proceedings), liability, losses and damages whatsoever which may be brought or commenced against e& or any of the e& Affiliates by any person and/or which e& or any of the e& 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 or Partners' terms and conditions;
- (iii) any action taken by e& 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.

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

6. e&'S OBLIGATIONS

e& 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. PLANNED & UNPLANNED OUTAGES

Please see Clause (14) of the General T&Cs (Consumer) for the provisions relating to outages.

8. CHARGES, BILLING & PAYMENT

- a) The subscription fee is AED 100/ month, excluding VAT, and will be charged to the Customer every month;
- b) The Customer will be notified of all Charges that apply to the Service and of the Charges that are due for payment in each bill issued to the Customer by e&. 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. The Customer remains responsible for any uncollected amounts if a payment is not successfully settled due to insufficient funds, or other reasons and the Customer does not cancel the Service. e& may notify the Customer and suspend the Customers access to the Service until a valid payment method has been successfully charged;
- c) Monthly rental Charges and usage-based Charge: will be billed in arrears as per the applicable rules specified by e&.

9. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

- 9.1 Post-paid Customers will be charged at the end of the month;
- 9.2 No deposit will be required for this Service.

10. SUBSCRIBERS COMPENSATION

Please see Clause (5 d) and (14 f) of the General T&Cs (Consumer) for the provisions governing compensation which the Customer may be entitled to subject to certain terms and conditions.

11. REFUND OF CREDIT BALANCE

Please see Clauses (16 e), (16 f) and (24) of the General T&Cs (Consumer) for the provisions governing refund of credit balance.

12. PENALTY-FREE SERVICE CANCELLATION

Please see Clause (20 e) of the General T&Cs (Consumer) for the provisions governing penalty-free service cancellation period.

13. OTHER SPECIFIC PROVISIONS

e& reserves the right to take such steps as e& believes are reasonably necessary or appropriate to enforce and/or verify compliance with these Service Specific Terms.

14. SUSPENSION, DISCONNECTION OR TERMINATION BY e&

- 14.1 Subject to applicable laws and regulations e& 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). e& 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). the Customer fails to pay any Charges that fall due within the relevant timeframe;
 - (iii). e& 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;
 - (iv). 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;
 - (v). In the event the circumstances set out in clause 14 of the General T&Cs (Consumer) are applicable, e& may suspend the Service and provide a credit to post-paid Customers;
 - (vi). As per clause 19 of the General T&Cs (Consumer).

14.2 In the event of suspension of the Service due to the foregoing reasons, all Charges shall remain applicable during the period of suspension and the Customer will continue to be charged for Service Charges until the Service is disconnected. Further, e& 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.

14.3 Following suspension, e& shall reactivate a Service only when e& is satisfied that the reason for suspension has been resolved.

14.4 e& 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, e& will give the Customer reasonable notice prior to such termination.

14.5 e& 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.

15. TERMINATION BY THE CUSTOMER

- (a) Customer can cancel or deactivate the Service at any point of time as per the instructions and opt-out process stated in paragraph
- (c) below of this clause; however, the monthly Charges will be implemented. The Customer will continue to have access to the Service until the end of the term;
- (b) The Customer may terminate the Service at any time and e& will not be liable for damages or costs of any sort resulting from such termination;
- (c) Un-subscription/ Cancelling auto-renewal/ Opt-out Process:
 - (a) Customer can unsubscribe from the Service from e& self-care portal, My e& UAE mobile app, e& business centers and e& contact center.
 - (b) Customer can unsubscribe from any included benefit within the Service from e& self-care portal and My e& UAE mobile app.

16. CONTACTING e&

- a) The Customer may contact e& to discuss the Service, or any other product or service offered by e&, by calling the e& Contact Centre on 101 within the UAE, by calling 00971 8002300 (from an e& number) or 00971 400444101 (from a non-e& number) if calling from outside of the UAE, by visiting any e& point of sale, or by using one of the other contact methods stated on the Digital Channels.
- b) Any complaints should be directed to e&'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).

17. 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.

18. CHANGES BY e&

Please see Clause (25) of the General T&Cs (Consumer) for the provisions relating to changes to the Service.