

# application form Emerald Plan



Serial no.:

Contact no.: ..... Date:.....

Welcome to Etisalat.

Please complete this form if you are applying for **Emerald Plan**. Please note that incomplete information may cause delays in Service provisioning.

## A. Type of request

New request     Upgrade     Downgrade

## B. Company information

Name of the company: .....

Billing address in the UAE: ..... P.O. Box: .....

Office no.: ..... Fax no.: .....

## C. Contact person details

Power of Attorney     Letter of delegation

Name: .....

Title/Position of the person: .....

Mobile no.: ..... Office no.: ..... Fax no.: ..... Email: .....

ID document type:  Emirates ID     Passport     GCC ID

ID document no.: ..... Date of issuance: ..... Date of expiry: .....

Unified no. (required in case of passport): .....

P.O. Box: ..... Emirate: ..... Nationality: .....

## D. Technical contact details

Name of the person (Authorised person): .....

Title/Position of the person: .....

Email Address: .....

Office no.: ..... Fax no.: .....

## E. Type of service\*

Existing telephone number: .....

New customer     Existing customer

Upgrade service : From ..... to .....

Downgrade service : From ..... to .....

Cease service

\*Service/package.....

## F. Packages

Diamond AED 6,000     Platinum AED 2,000

Emerald Plan	Platinum	Diamond
Activation Fee	Zero	Zero
Monthly Rental (AED)	2,000	6,000
Special Number Format	Platinum	Diamond
Flexible Minutes (Local/IDD/International Roaming incoming)	7,000	12,000
Data Allowance / Or Blackberry basic pack	20 GB	30 GB
Free SMS (Local and International)	5,000	10,000
Out of Bundle Data	AED 1/MB	AED 1/MB
Handset	Free every year	Free every year

## G. Optional add-ons

Intra-company minutes	International minutes	SMS (local and international)	Incoming roaming minutes	Data	Local minutes
<input type="checkbox"/> 30 (AED 10)	<input type="checkbox"/> 70 (AED 50)	<input type="checkbox"/> 60 (AED 10)	<input type="checkbox"/> 40 (AED 50)*	<input type="checkbox"/> 1GB (AED 60)	<input type="checkbox"/> 240 (AED 60)
<input type="checkbox"/> 100 (AED 25)	<input type="checkbox"/> 150 (AED 100)	<input type="checkbox"/> 100 (AED 15)	<input type="checkbox"/> 100 (AED 100)	<input type="checkbox"/> 5GB (AED 149)	<input type="checkbox"/> 500 (AED 120)
<input type="checkbox"/> 300 (AED 50)	<input type="checkbox"/> 350 (AED 200)	<input type="checkbox"/> 300 (AED 40)		<input type="checkbox"/> 12GB (AED 219)	<input type="checkbox"/> 800 (AED 180)
<input type="checkbox"/> 500 (AED 75)	<input type="checkbox"/> 600 (AED 300)	<input type="checkbox"/> 500 (AED 60)			
<input type="checkbox"/> 1,000 (AED 100)		<input type="checkbox"/> 1,000 (AED 100)			
<input type="checkbox"/> 300 but limited to 5 lines (AED 13)					
<input type="checkbox"/> 500 but limited to 10 lines (AED 18)					

\*Minimum period of subscription is 2 months

## H. Bill statement

Language:     Arabic     English

Format:    1. e-Bill     Detailed     Summary  
               2. Mail         Detailed         Summary

## I. Required documents

1. Emirates ID
2. Valid passport copy of the sponsor/partner
3. Power of Attorney of the signing person
4. Trade license

## J. Your authorisation

I/We clearly understand that by completing and signing this application form, I/We conform to Etisalat's Terms and Conditions of **Emerald Plan**. The Terms and Conditions of this Service is an integral part of Etisalat's Terms and Conditions of the associated Services.

Name of applicant: .....

Position/Title in the company: ..... Date of application: .....

Signature of applicant

Company stamp

## For official use only

Issuing Etisalat representative: ..... Title: .....

Contact details: .....

# Terms and Conditions

## Emerald Plan

### 1. Introduction

- a. These Terms and Conditions shall govern the supply of all telecommunications products and services under the "Emerald Plan" product (the "Service") by and between Emirates Telecommunications Corporation ("Etisalat") and any party using the Service the "Customer". These Terms and Conditions constitute an agreement between Etisalat and the Customer. Upon commencing use of the Service, the Customer is deemed to have read, understood and accepted these Terms and Conditions.
- b. This agreement is subject to Etisalat's General Terms and Conditions, published at etisalat.ae (the "Website"). In the event of any discrepancy between the terms of this agreement, and the General Terms and Conditions, the terms of this agreement shall prevail.

### 2. The Service provided

- a) Etisalat will provide the Service subject to this agreement.
- b) The Customer acknowledges they have taken the effort to familiarize themselves with all the Terms and Conditions of the Service being purchased. This includes details of the prices and the benefits provided under the Service as stipulated on the Website. In particular, the Customer is aware of the cost of any additional benefits and/or services over and above those allocated under the Service.
- c) The Customer only has the right to use and does not have any ownership rights to a mobile phone number allocated by Etisalat. Etisalat reserves the right to change an allocated Customer number for technical, operational, legal or other reasons. The SIM card provided with the Service or already in the possession of the Customer shall remain the property of Etisalat and the Customer is only entitled to use the SIM card provided for the purpose of utilizing the Service and/or any other Services provided by Etisalat.
- d) The Customer acknowledges that fair use restrictions and limitations may apply to elements of the bundle, as stipulated on the Website.

### 3. Network interruptions

- a) The Customer acknowledges that Etisalat cannot guarantee a fault-free Service and that the quality of Service may be affected by factors outside of the control of Etisalat.
- b) Etisalat does not guarantee that the Service will be available in all areas of the UAE at all times or that there will be no interruptions or interferences to the Service.
- c) The Customer acknowledges that from time to time Etisalat may carry out maintenance or testing to its network, or rectify network breakdowns, or there may be unplanned outages for any reason which may cause interruption to the Service. Etisalat will use reasonable endeavors to promptly repair any faults within its network, and to minimize the period of any unplanned outage. The Customer acknowledges that Etisalat may change the technical specification of the Service, provided that any changes do not materially affect the substance or the performance of the Service. Etisalat will endeavor to keep Service suspensions or disruptions to a minimum and shall give the Customer advance notice if reasonably practicable, as determined solely by Etisalat.

### 4. Billing

- a) Etisalat shall render a monthly bill to the Customer, Which may include other services the Customer is utilizing, together with past arrears and charges.
- b) The monthly fee shall be billed monthly in advance and additional out of bundle charges shall be billed monthly in arrears.
- c) The Customer agrees to pay all the charges for the

Service within the due date specified on the bill issued by Etisalat.

- d) Etisalat has the right to suspend or terminate any part or all of the Service in the event the Customer's payment is overdue, or if the Customer has exceeded their billed and/or unbilled credit limit. Etisalat also has the right to reallocate the Customer's mobile phone number if payment is not received.
- e) The monthly rental fees and the free minutes, SMS and data included will all be computed on a pro rata basis from the date of subscription until the date of the first bill. Thereafter, starting from the next bill cycle the full monthly rental will apply and Customers will be given all the included units in the package.
- f) The Customer acknowledges their responsibility for all charges incurred in using the Service including those incurred without the knowledge or permission of the Customer.

g) Etisalat may collect a deposit or advance payment to cover the cost of the Service and apply a credit limit for out of bundle usage of the Service. Etisalat may carry out credit reference checks on the Customer as deemed necessary.

h) Etisalat will give the Customer warning prior to disconnection of the Service for non-payment of its bills or for exceeding the applicable credit limit and an opportunity to rectify the outstanding amount before disconnection. Etisalat will make available details of reconnection fees, if applicable, on its Website.

i) A request from the Customer to migrate a Service account or vary their subscription to the Service shall be deemed an authorization to Etisalat to transfer all its respective credits, dues and obligations in relation to the Service.

j) Etisalat reserves the right to revise the charges and billing practices for the Service. Subject to the provisions of this clause, where the charges for the Service are proposed to be increased, Etisalat will give a minimum of 28 days' notice to the Customer and provide the Customer an opportunity to terminate the contract without penalty before the price increase takes effect. If a discounted device or loyalty points/optional features have been supplied following the Customer subscribing for a 12-month period, the relevant exit fee for the device or loyalty points/optional features will remain payable.

### 5. Commencement and duration of Service

This agreement commences and the Service is activated on the date that the application form is completed by the Customer, accepted and the Service is activated by a duly authorized agent of Etisalat or from the date the Customer subscribes to the Service, whichever is earlier.

a) The Customer may terminate and deactivate the Service upon providing Etisalat notice in writing of one calendar month or such shorter notice period as stipulated by Etisalat "exit fee charges will be applied".

b) The minimum term of this agreement is (1) one month.

c) **Emerald Plan** New Subscribers are allowed for Special Number reserved for **Emerald Plan**.

d) Customers of **Emerald Plan** are entitled to handset subsidy conditional upon making a commitment to keep their subscription activated for a 24-month "New free device every year".

e) Subscription shall be for 24 month contract on the devices and 12 months on the service.

f) After a Customer completes a 24-month contract on the Malakai Plan packages with the devices add-on feature they may either:

- Singe a new 24 month's contract and receive a new two device free "One new device every year".

g) Exit charges are applicable in case of ceasing the contract before 24 months

h) If the Customer has accepted a subsidized handset and the special number format, the Exit fee payable is based on the following:

- AED 750 multiplied by remaining months of the 24 months contract for Platinum plan.
- AED 2000 multiplied by remaining months of the 24 months contract for Diamond plan.

i) In addition, Etisalat is entitled to recover the exit fee where it terminates the contract as a result of a breach by the Customer.

j) Upgrade/Downgrade shall not post the Exit Charges.

k) Customer is not allowed to downgrade from the Diamond to the platinum plans within the 24 month contract duration period.

### 6. Network locking

The Customer acknowledges that a device supplied on a discounted basis with the Service will be locked to the Etisalat network for the duration of the initial 12 months or 24 months commitment period, unless the agreement is terminated earlier by either party, and provided the Customer has paid the relevant exit fee.

### 7. Legitimate use of the Service

a. The Customer will not use the Service:

- In a way which violates the laws of the UAE or which infringes the rights (including intellectual property rights) of Etisalat or any third party

- To send, knowingly receive, upload, download, use or re-use material which is abusive, offensive, indecent, defamatory, obscene or menacing, or in breach of any intellectual property rights, confidence, privacy or any other rights or which is liable to incite racial disharmony or hatred, or which comprises a virus or other code liable to cause loss or damage or

- To send or procure the sending of any unsolicited advertising or promotional material (SPAM) or

- In a way that may detrimentally affect or monopolise the Etisalat network

a) b. Any use of Voice over Internet Protocol may only be carried out within the scope of the laws and regulatory framework in the UAE.

a) c. Any breach of these legitimate uses as solely determined by Etisalat will entitle Etisalat to suspend or terminate the agreement and the Service, and/or take any further action in accordance with the law.

a) d. Etisalat does not endorse any information or content accessible through the Services. The Customer is solely responsible for using the Service only for content that is legally permitted in the UAE.

a) e. The Customer acknowledges and agrees that the Service is provided to the Customer for his/her personal use only. The Customer shall not resell in any way or transfer the Service to any third party without Etisalat's prior express consent. Failure to comply with this obligation may lead to disconnection of the Service.

### 8. Rights of Etisalat

Any breach of any provision of this agreement or any other applicable Terms and Conditions will entitle Etisalat to suspend or terminate the agreement and the Service and claim compensation and damages for the breach.

### 9. Liability and indemnity

a) Etisalat will not be liable for breach of contract, negligence or any other liability (including consequential and indirect liability) arising under law for any actions of

it or its agents, and the Customer indemnifies Etisalat against the same, except for liability for death or personal injury.

- b) Etisalat will not be liable to the Customer in damages or otherwise, for any delay in providing or restoring telecommunications services, or for the loss or damage occasioned by the total or partial interruption or disconnection of the Service, or for any other loss or damage caused by the Service. The Customer is liable for any loss or damage to the Etisalat network resulting from the use of any equipment/products/ programmers which are not approved or used in a manner not approved by Etisalat.
- c) The Customer will indemnify and defend Etisalat against all claims and proceedings (actual or threatened) arising out of the performance of Etisalat of its obligations under these Terms and Conditions. Etisalat's maximum liability for direct damages shall be limited to AED 5,000 per incident and be capped to a maximum of AED 10,000 for any number of incidents within any 12-month period.

## 10. Force majeure

Etisalat shall not be liable for failure or delay in fulfilling its obligations due to factors beyond its control. These include but are not limited to: extreme weather conditions, floods, earthquakes, volcanoes, fire, riots, war, act of God; act of Government or state; civil disturbance and industrial disputes.

## 11. Roaming

- a) International roaming may be provided as part of the Service with various packages subject to availability and specific agreement with the overseas network provider. The Customer acknowledges that the quality and availability of the overseas network provider is beyond the control of Etisalat and Etisalat is not responsible for the quality and availability of Service of any overseas network.
- b) The costs of access of the overseas network are determined by the overseas network provider. These charges will be included in the bill provided by Etisalat. Additional charges may also be applied by Etisalat. Etisalat reserves the right to hold a deposit for roaming as it deems appropriate in each case.
- c) The Customer acknowledges that he/she shall charge for the outgoing and the incoming "Out of bundle" usage whilst roaming and he/she agrees to pay all such charges for international roaming.

## 12. Customer information

- a) The Customer will provide all such information and assistance as Etisalat may require in order to perform its obligations under these Terms and Conditions. Etisalat may require the Customer to update their contact details from time to time.
- b) The Customer shall inform Etisalat immediately of any change of their contact details.
- c) Etisalat will take reasonable measures to prevent the unauthorized use or disclosure of any personal information belonging to the Customer in its possession, in accordance with the laws and regulations applicable and in force in the UAE.
- d) Etisalat will not share personal information of the Customer with any of its associated entities or other

third parties without the consent of the Customer.

- e) The Customer gives Etisalat the right to disclose the personal information of the Customer to third parties for the purpose of credit checking, security, fraud prevention or identity verification purposes.
- f) The Customer acknowledges that Etisalat may be required to disclose their personal information to comply with the laws of the UAE, the express instructions of a competent authority or in the interests of public or national security. Etisalat may monitor the Customer's use of the Service, and record any calls made to the Etisalat Contact Centre, for training, financial control, quality control, security and regulatory purposes.
- g) Following a request from the Customer and following appropriate verification, Etisalat will update the personal information in its records of the Customer.

## 13. Quality of Service and the Etisalat Contact Centre

- a) The Customer may contact the Etisalat Customer Contact Centre on 101 for information about prices, conditions and options available to them under the Service.
- b) The Customer may make a complaint regarding the Service by contacting Etisalat on 101.
- c) Etisalat will endeavor to resolve the complaint in a reasonable and timely manner and will keep the Customer updated as to the status of the investigation into the complaint.

## 14. Language

These Terms and Conditions are drafted in the Arabic language and translated into the English language. In the event of any dispute, the Arabic language version shall prevail.

## 15. Governing law

This agreement is governed by the law of the UAE and the parties to the agreement submit exclusively to the courts of that jurisdiction.

## 16. Verification of identity of subscriber

The Customer undertakes to provide proof of identity and other information in the form required by Etisalat at the time of purchase of a SIM card from Etisalat and warrants all documentation and information provided is true and valid. The Customer will solely be responsible for any untrue information or documentation provided in violation to this Clause.

The Customer acknowledges that Etisalat will record details of the SIM card supplied with the product along with their proof of identity and information. The Customer gives permission for this information to be shared with public agencies of the UAE for verification of identity and other lawful purposes. Where Etisalat has supplied a SIM card to a Customer and registered details of that SIM card against the information of that Customer, the Customer warrants that it will be the only person or entity that uses the SIM card. The Customer will be responsible for any use of the SIM card by any other person or entity. This includes financial liability as well as responsibility where the SIM card is used for unlawful purposes. The Customer warrants not to transfer the SIM card without

the prior written permission of Etisalat. Without prejudice to the obligation of the Customer under the preceding paragraph, in any circumstances the SIM card supplied to a Customer (hereinafter referred to as the Original Customer) comes to be used by a person or entity other than the Customer (hereinafter referred to as the Existing Customer), the Original Customer undertakes to inform Etisalat in due course about such change in usage of the SIM card. Etisalat may at its own discretion change its records, including the registration form to reflect the information of the Existing Customer using the SIM card as the subscriber of the SIM card, provided that the Existing Customer has given consent in writing to hold the subscription of the SIM. If this is established and the

Existing Customer has complied with the registration identification requirements, Etisalat may cause the Existing Customer as the subscriber of the SIM card and shall be responsible for all uses of the SIM card and the previous customer (Original Customer) will have no right to recover the SIM. Despite of the abovementioned condition if Etisalat has received a request during the registration campaign from a SIM card user being not the registered Customer of the same, Etisalat may grant a temporary registration in the name of the User subject to the following conditions:

- a) The User has signed a declaration in a form satisfactory to Etisalat confirming that it obtained the SIM card lawfully, in good faith and with the consent of the registered Customer or without its objection.
- b) The Original Customer is unreachable to give consent for the change of the registration.
- c) Etisalat reserves the right to cancel the temporary registration, without informing the Existing User, at any time during the registration campaign or six months after the expiry of the same if the Original Customer has appeared and claimed the SIM card. The Existing User shall be liable for any legal & financial obligation resulting from the use of the SIM card between the times of the temporary registration up to the date of deregistration.
- d) The Existing User acknowledges that his registration is temporary and could be cancelled at any time at the discretion of Etisalat.

## 17. Disclaimer

When completing the application to replace the registered Customer, the User shall bear in mind the consequences of making misleading or incorrect statements in law and under the regulatory framework, as both prevent:

- I. Making a statement and/or promise known to be misleading, false or deceptive in a material particular; or
- II. Dishonestly concealing material facts; or
- III. Intentionally or negligently making a statement, promise, or likewise for the purpose of inducing Etisalat to offer the User the opportunity to obtain the registration of the SIM card or to wrongfully transfer subscription of a SIM card. In light of the above the User acknowledges that he/she will be solely responsible for any fraud, offence, violation, loss, breach of legal duty, breach of contract, legal cost or any liability involving the statements made in this application, whereby the entry of his/her details in Etisalat's database will replace the details of the original subscriber of the SIM card, and the User undertakes to indemnify, defend and hold Etisalat harmless against the same.