

# application form Business DataShare



Serial no.:

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

Welcome to Etisalat.

Please complete this form if you are opting for **Business DataShare**. Please note that incomplete information may cause delays in service provisioning.

## A. Company information

Name of the company: .....

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

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

## B. 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: .....

## C. Technical contact details

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

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

Email Address: .....

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

## D. Type of mobile service

Donor Mobile No.	<input type="text"/>			
Pooled Data Bundle	<input type="checkbox"/> 5GB	<input type="checkbox"/> 10GB	<input type="checkbox"/> 20GB	<input type="checkbox"/> 30GB
Monthly Data Rental	AED 249	AED 395	AED 449	AED 599
No. of Additional Users for Data Sharing*	2 users	4 users	5 users	7 users
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		<input type="text"/>	<input type="text"/>	<input type="text"/>
		<input type="text"/>	<input type="text"/>	<input type="text"/>
			<input type="text"/>	<input type="text"/>
			<input type="text"/>	<input type="text"/>
Monthly Rental per Additional User	AED 35	AED 45	AED 65	AED 75
One time activation fee per additional user	AED 50	AED 50	AED 50	AED 50

\*Excluding Primary user

## E. Required documents

1. Trade license copy
2. Letter of Authority
3. Passport copy of the person authorised by company

## F. Your authorisation

I/We clearly understand that by completing and signing this application form, I/We conform to Etisalat's Terms and Conditions of **Business DataShare**. 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

## Business DataShare

### 1. Introduction

- a. These Terms and Conditions shall govern the supply of all telecommunications products and services under the "Business DataShare" 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 familiarise 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 utilising 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. 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.
- b. 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 endeavours to promptly repair any faults within its network, and to minimise 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 endeavour 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 utilising, 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 authorisation 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. Business DataShare plans

- a. Only Business postpaid customers can subscribe to Business DataShare plans.
- b. Business postpaid customers can enrol any Etisalat postpaid customer to share data. The Business postpaid customer who subscribes to Business DataShare plans is referred to as 'Donor' and the additional users enrolled are referred to as 'Recipients.'
- c. To use Business DataShare plans, there must be at least one Recipient enrolled.
- d. The number to Recipients that can be enrolled depends on the volume of the data package chosen by the Donor.
- e. These Business DataShare plans will be independent of any other data add-ons.
- f. One-time fee and SIM rental of Recipients will be billed to the Primary User Donor.
- g. The Donor can't subscribe to more than one Business DataShare add-on at the same time.
- h. Data from only Business DataShare packages will be shared with Recipients.
- i. The data allowance from Business DataShare plan cannot be used for roaming.
- j. The rental and data allowance for the month on subscribing to Business DataShare plans will be pro rated.
- k. The pro rating of data allowance will depend on when the Donor subscribes to the Business DataShare plan. Recipients will share the data irrespective of the date they are enrolled.
- l. Out of bundle data usage will be charged at AED 1/MB.

### 6.A. Upgrade rules

- a. A Donor can upgrade the Business DataShare package anytime.
- b. The rental and data bundle will be pro rated in the month of the upgrade.
- c. Only the pro rated allowance granted to the Donor will be accessible to the Recipients.
- d. Preceding package rental will not be refunded.
- e. Preceding packages' data allowance will remain in the Donor and Recipients accounts for the remaining period in the month of the upgrade.
- f. Number of eligible Recipients will be increased as per the targeted bundle package.

### 6.B. Downgrade rules

- a. A Donor can downgrade the Business DataShare package anytime.
- b. The downgrade will only be possible if the number of Recipients is equal or less than the eligible number of Recipients as per the package to be downgraded to. In case the Donor has more Recipients, he will need to delink them first, and then downgrade.
- c. The rental and data bundle will be pro rated in the month of downgrade.
- d. Only the pro rated allowance granted to the Donor will be accessible to the recipients.
- e. Preceding package rental will not be refunded.
- f. Preceding packages' data allowance will remain in the Donor and Recipients accounts for the remaining period in the month of the downgrade.
- g. Number of eligible recipients will be increased as per the targeted bundle package.

### 6.C. Migration rules

- a. A Donor can migrate his base plan to any Business postpaid plans as per the applicability of his original base plan.
- b. In the event of any migration, Business DataShare package will not be impacted if the target base plan is supporting the Business DataShare plan.
- c. If the target base plan does not support the Business DataShare plan, then the Donor should cease the Business DataShare plan and delink all linked accounts.

### 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

- 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.
- 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.
- 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.
- 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/programmes 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. Service cancellation rules

- a. Only the Donor can cease the Business DataShare plans.
- b. No refund will be provided to the Donor of the rental for the month for cancellation.
- c. All Recipients will be delinked automatically upon cessation.

### 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 unauthorised 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. 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.
- e. 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.
- f. 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 endeavour 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 time 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:

1. Making a statement and/or promise known to be misleading, false or deceptive in a material particular; or
2. Dishonestly concealing material facts; or
3. 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.