

Serial No.: 

Contact No.: ..... Date: .....

Welcome to Etisalat.

Please complete this form if you are applying for **Business Tablet**. Please note that incomplete information may cause delays in service provisioning.**A. Type of request**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> New request        | <input type="checkbox"/> Upgrade           | <input type="checkbox"/> Downgrade         |
| <input type="checkbox"/> Port configuration | <input type="checkbox"/> Internal shifting | <input type="checkbox"/> External shifting |

**B. Company information**

Name of the company: .....

Billing address in the UAE: .....

Office No.: ..... Fax No.: .....

**C. Contact person details**

- |  |   |
|--|---|
| <input type="checkbox"/> Power of Attorney | <input type="checkbox"/> 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 number (required in case of passport): .....

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

**D. Business Tablet (Data Packages)**

Bundled Data	Charges (AED)	Out of Bundle Charges (AED/MB)
<input type="checkbox"/> 1GB	99	1/MB
<input type="checkbox"/> 5GB	219	1/MB
<input type="checkbox"/> 10GB	269	1/MB
<input type="checkbox"/> 20GB	399	1/MB

**E. Contract period**☐ 12 months ☐ 24 months Device Selected: .....

## F. Bill statement

Language: ☐ Arabic

☐ English

Format: 1. e-Bill

☐ Detailed

☐ Summary

2. Mail

☐ Detailed

☐ Summary

## G. Required documents

1. Emirates ID

3. Power of Attorney of the signing person

5. Tenancy contract

2. Valid passport copy of the sponsor/partner

4. Trade license

## H. 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 Tablet**. The Terms and Conditions of this Service is an integral part of Etisalat's Terms and Conditions of the associated Services.

Name of applicant: .....

Date of application: .....

Signature of applicant

Company stamp

## For official use only

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

Contact details: .....

## List of Business Tablets

	Data Pack 1GB	Data Pack 5GB	Data Pack 10GB	Data Pack 20GB
12 months contract available in 2 colors – Space Gray and Silver				
iPad Mini 16GB	AED 161	AED 144	AED 130	AED 119
iPad Mini 32GB	AED 193	AED 176	AED 162	AED 151
iPad Mini 64GB	AED 225	AED 208	AED 194	AED 183
iPad Mini 128GB	AED 257	AED 241	AED 226	AED 216
iPad Air 16GB	AED 193	AED 176	AED 162	AED 151
iPad Air 32GB	AED 225	AED 208	AED 194	AED 183
iPad Air 64GB	AED 257	AED 241	AED 226	AED 216
iPad Air 128GB	AED 289	AED 273	AED 258	AED 248
24 months contract available in 2 colors – Space Gray and Silver				
iPad Mini 16GB	AED 80	AED 68	AED 63	AED 55
iPad Mini 32GB	AED 96	AED 84	AED 79	AED 71
iPad Mini 64GB	AED 113	AED 100	AED 95	AED 88
iPad Air 128GB	AED 129	AED 116	AED 111	AED 104
iPad Air 16GB	AED 96	AED 84	AED 79	AED 71
iPad Air 32GB	AED 113	AED 100	AED 95	AED 88
iPad Air 64GB	AED 129	AED 116	AED 111	AED 104
iPad Air 128GB	AED 145	AED 132	AED 127	AED 120

**IMPORTANT - READ CAREFULLY: CUSTOMER'S USE OF THIS SERVICE IS CONDITIONED UPON CUSTOMER'S COMPLIANCE AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT USE THE SERVICE. UPON COMMENCING THE USE OF THE SERVICE, THE CUSTOMER IS DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER IS ENCOURAGED TO KEEP A COPY OF THESE TERMS AND CONDITIONS AND SAVE THEM FOR THEIR RECORDS.**

### 1. Introduction

- These Terms and Conditions shall govern and apply to the supply of all telecommunications products and services under the product name "Business Tablet" (herein referred to as "Service") by and between Emirates Telecommunications Corporation (herein referred to as "Etisalat") and any party using the Service (herein referred to as "Customer"). These Terms and Conditions constitute an Agreement between Etisalat and the Customer.
- This agreement is subject to the Terms and Conditions of Service mentioned hereunder and Etisalat's General Terms and Conditions published at etisalat.ae (the "Website"). In the event of any discrepancy between the Terms and Conditions of this Agreement, and the General Terms and Conditions published on the Website, the Terms of this Agreement shall prevail.

### 2. The Service provided

- Etisalat will provide the Service subject to this agreement.
- The Customer acknowledges they have taken the effort to familiarise themselves with all the Terms and Conditions of this Service being purchased. This includes details of the prices and the benefits provided under the Service as stipulated on the application form and Etisalat 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.
- Etisalat reserves the right to change an allocated data SIM account 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.
- The Customer acknowledges that fair use restrictions and limitations may apply to elements of the bundle, as stipulated on the Website. Further the Customer acknowledges the legitimate use of the Service as stipulated herein in this offer document and on the Etisalat Website.

### 3. Network interruptions

- 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.
- 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 may give the Customer advance notice if reasonably practicable, as determined solely by Etisalat.

### 4. Billing

- Etisalat shall render a monthly bill to the Customer, which may include other services the Customer is utilising, together with past arrears and charges.
- The monthly fee shall be billed monthly in advance and additional out of bundle charges shall be billed monthly in arrears.
- The Customer agrees to pay all the charges for the Service within the due date specified on the bill issued by Etisalat.
- Etisalat has the right to suspend or terminate any part or all of the Service in the event the Customer's payment is overdue. Etisalat also has the right to reallocate the Customer's mobile data number if payment is not received on or before the due date specified on the bill issued by Etisalat.
- The monthly rental fees 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.
- The Customer acknowledges their responsibility for all charges incurred in using the Service including those incurred without the knowledge or permission of the Customer.
- Etisalat will give the Customer warning prior to disconnection of the Service for non-payment of its bills and an opportunity to rectify the outstanding amount before disconnection. Etisalat will make available details of reconnection fees, if applicable, on its Website.

- 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- or 24-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 on the date the application form and other required documents are completed by the Customer, and the Service is activated by a duly authorised agent of Etisalat.
- The Customer may terminate and deactivate the Service upon providing Etisalat notice in writing of one calendar month. The minimum term of this agreement is (1) one month however if the package subscription is taken with device then the minimum term of this agreement is either 12 months or 24 months based on the subscribed package.
- On the expiry of the 12/24-month contract for the Business Tablet package with the device the Customer may:
  - Sign a new 12-month contract and receive a new device, or
  - Sign a new 24-month contract and receive a new device, or
  - Continue on a month to month basis for data only package without receiving any new device
- An exit fee is payable if the Customer breaches their commitment to keep their subscription activated for subscribed duration of the Service. In addition, the Customer must pay all outstanding amounts on the account.
- If the Customer has accepted a device, the exit fee payable based on the following:
  - 12 months contract
    - AED 200 x Remaining month of the contract
  - 24 months contract
    - AED 100 x Remaining month of the contract
- In addition, Etisalat is entitled to recover the exit fee where it terminates the contract as a result of a breach of any Terms and Conditions of this agreement by the Customer.

### 6. Network locking

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

### 7. Legitimate use of the Service

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

- Any misuse or abuse of the Service and any breach or violation of these conditions shall be at the sole risk and cost of the Customer. The Customer shall indemnify and hold Etisalat harmless against any liability that it may suffer in this respect. However, nothing herein shall be taken or understood as prohibiting Etisalat or restricting its right to initiate such criminal or civil proceedings as it may deem appropriate against the Customer for enforcement of this Agreement. Etisalat shall also be entitled to disconnect the Service to the Customer with or without notice.
- Etisalat shall not, under any circumstances, be liable for any consequential, indirect, punitive, exemplary or special damages of any nature, or for any loss of data (howsoever caused including without limitation,

non-delivery, misuse or wrong delivery, lost revenues, lost profits, loss of business, loss of goodwill or anticipatory profits, regardless of the form of action, whether in contract, tort (including, without limitation, negligence), strict liability or otherwise, even if Etisalat has been advised of the possibility of such damages.

- Etisalat will not be liable for breach of agreement, 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.
- 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.
- 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 will not be liable, nor shall any credit or other remedy be extended, for its failure to perform due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing; acts of terrorism, wars, hostilities, revolutions, riots, civil commotion, national emergency, fire or explosion, flood, force of nature, embargoes, accidents, acts of God, or instability or unavailability of the Internet, the elements; telecommunication system failure; technology attacks, epidemic; quarantine; viruses; strike; lockouts; disputes with workmen or their labour disturbances; total or partial failure of transportation, utilities, delivery facilities or supplies; acts or request of any governmental or regulatory authority; court orders, condemnation or any other cause beyond Etisalat's control, whether or not similar to the foregoing.

### 11. Roaming

- 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.
- 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.
- The Customer acknowledges that he/she shall be charged for incoming and outgoing usage whilst roaming and he/she agrees to pay all such charges for international roaming.

### 12. Customer information

- 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.
- The Customer shall inform Etisalat immediately of any change of their contact details.
- 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.
- 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.
- 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.
- Following a request from the Customer and following appropriate verification, Etisalat will update the personal information in its records of the Customer.

### 13. Etisalat Contact Centre

- The Customer may contact the Etisalat Customer Contact Centre on 101, 800SPEED or 8009111 for information about prices, conditions and options available to them under the Service.
- The Customer may make a complaint regarding the Service by contacting Etisalat on 101, 800SPEED or 8009111.
- 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. 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 data 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 data 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 data 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 data SIM card. The Customer will be responsible for any use of the data SIM card by any other person or entity. This includes financial liability as well as responsibility where the data 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:
  - 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.
  - The Original Customer is unreachable to give consent for the change of the registration.
  - 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 deregistration.
  - The Existing User acknowledges that his registration is temporary and could be cancelled at any time at the discretion of Etisalat.

### 15. 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:
  - Making a statement and/or promise known to be misleading, false or deceptive in a material particular; or
  - Dishonestly concealing material facts; or
  - 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.

### 16. 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.

### 17. Governing law

- This Agreement shall be construed and enforced in accordance with, and validity and performance hereof shall be governed by, the laws of the United Arab Emirates.

### 18. Dispute resolution

- Any disputes arising out of or in connection with this Agreement shall be referred to and resolved by the courts of the United Arab Emirates.

### 19. Waiver

- The delay or failure of Etisalat to enforce any of the above shall not be deemed as a waiver of the same or affect the validity or the right of Etisalat thereafter to enforce all or any of the terms of this Agreement.

### 20. Change of Customer's particulars

- Customer should inform Etisalat immediately on change in their particulars.