

Terms and Conditions

Homebound Packs



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 3 of the General T&Cs (Consumer).
- (b) "Customer" means the natural person who purchases or subscribes to the Service.
- (c) "e&" means Emirates Telecommunications Group Company P.J.S.C.
- (d) "Fair Use Policy" has the meaning given to it in Clause 8(d).
- (e) "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).
- (f) "Premium Rate Numbers" means telephone numbers for calls to premium rate services in the UAE or internationally.
- (g) "Service" means the prepaid service referred to as the "Homebound Pack" or "Pack", as described in more detail in Clause 3.
- (h) "Validity Period" has the meaning given to it in Clause 4(b).

3. SERVICE DESCRIPTION

- (a) Homebound Pack allows the Customer planning to leave UAE permanently, but still with communication needs in the interim period, to keep his or her UAE prepaid mobile number active for 30 (thirty) or 60 (sixty) days, depending on the Pack the Customer subscribes to. The Customer is able to keep using e&'s prepaid mobile services until the end of the Validity Period of the Pack subscribed to.
- (b) The Customer may choose one of the 3 (three) Packs based on his or her needs, as detailed on e& website. After the expiry of the Validity Period of the Homebound Pack the Customer subscribed to, the Service and the corresponding SIM card will be automatically and permanently disconnected.
Consent to number reassignment after the expiry of the Homebound Pack
- (c) The Customer consents to e& not retaining the Customer's mobile number assigned to the Service after the end of the Validity Period, and e& may reassign it to another customer upon the end of the Validity Period (the "Consent").
- (d) Nevertheless, the Customer may withdraw the Consent until the last day of the Validity Period, for example by calling 101 (while inside UAE) or +9718002300 (while outside UAE) free of charge. For the avoidance of doubt, such withdrawal of Consent shall have no effect on other aspects of the Service, including the Validity Period, or the refund and reimbursement policy set out in Clause 5(f).

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 has a Validity Period of 30 or 60 days, depending on the Pack the Customer subscribes to. The Validity Period starts on the date on which e& makes the Service available to the Customer (the "Activation Date").

5. Customer Obligations & Restrictions

- (a) The Service is available only to e& eligible prepaid Customers. UAE nationals are excluded from purchasing the Pack.
- (b) In case of a prepaid Customer, the Customer should have at least 3 months age in e& UAE network to be eligible to purchase these add-ons. However, in case of a Customer who migrated from postpaid to prepaid, then the 3 months age in e& UAE network will not apply.
- (c) For the avoidance of doubt, until the end of the Validity Period, the Customer may not subscribe to any postpaid plans either.
- (d) In order to subscribe to the Service, the Customer needs to have a valid Emirates' ID. The Customer may only subscribe to the Service once as per his Emirates' ID number, and only to one Pack.
- (e) The Customer fully acknowledges that, in the event of a loss of his SIM card, he will not be issued a new one once his Emirates' ID has expired and, as a result, he will no longer be able to use the Service. This Clause 5(e) shall have no effect on other aspects of the Service, including the Validity Period, or the refund and reimbursement policy set out in Clause 5(f).
- (f) The Customer acknowledges and agrees that the Customer cannot terminate the Service before the end of the Validity Period, or otherwise cancel the Pack he or she has subscribed to. The Customer acknowledges and agrees that the Charges for the Pack cannot be refunded, and the prepaid credit cannot be reimbursed or transferred.

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. SUBSCRIBER'S 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.

8. ALLOWANCES, CHARGES AND FAIR USE POLICY

- (a) Details of the Pack subscribed to are set out in the Service Application Form:
 - i. price,
 - ii. validity (Validity Period), and
 - iii. allowances (data, incoming and outgoing voice minutes, SMS) – local and roaming, and
 - iv. information whether the Fair Use Policy is applicable and, if so, a reference to Clause 8(d) setting it out.
- (b) Metering:
 - i. Pack voice units are metered on a per minute basis, whereas out-of-bundle voice units are metered on a standard local or roaming basis, as set out on www.etisalat.ae .
 - ii. Pack data sessions are metered on a per 30 kb basis.
- (c) General usage rules:

- i. While in UAE, the Pack can be used for local, as well as international direct dialling ("IDD") calls listed on <https://www.etisalat.ae/en/system/wst/assets/docs/consumer/mobile/roaming/homebound-idd.pdf>.
- ii. While roaming in the preferred countries using any of the preferred roaming partners listed on <https://www.etisalat.ae/en/system/wst/assets/docs/consumer/mobile/roaming/Preferred-Roaming-Partners.pdf> (the 'Preferred Countries'), the Pack can be used for making outgoing calls to UAE, the visited country, as well as other Preferred Countries. Receiving voice calls when roaming is consumed from the Pack allowance.
- iii. Data allowances can be used locally as well as using the preferred roaming partners in the Preferred Countries.
- (d) Fair Use Policy: If a Pack is subject to the Fair Use Policy, which shall be noted in the Service Application Form, the Fair Use Policy is as follows:
 - i. data usage is capped at 25GB, after which speed is reduced to 128Kbps,
 - ii. outgoing voice minutes are capped at 3000, after which the applicable standard prepaid tariff shall apply as set out on www.etisalat.ae ,
 - iii. when roaming, incoming voice minutes are capped at 500, after which a fee of 0.36 AED/min shall apply, and
 - iv. sending SMS is capped up to 200 SMS, after which the applicable standard prepaid tariff shall apply, as set out on www.etisalat.ae.

9. PLANNED & UNPLANNED OUTAGES

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

10. 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&.

11. Termination by the Customer

The Customer may not terminate the Service before the end of the Validity Period. The Customer acknowledges and agrees that the Charges for the Pack cannot be refunded, and any prepaid credit cannot be reimbursed or transferred.

12. CONTACTING e&

- (a) 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 e&, by using any of the communications channels stated in Clause 30 of the General T&Cs (Consumer).
- (b) To monitor the remaining prepaid balance, used and remaining data, minutes and SMS free of charge, the Customer may use the following channels:
 - Calling 101 (while inside UAE) or +9718002300 (while outside UAE)
 - USSD by dialling *971#
 - e& App (only subject to data charges)

13. CHANGES BY e&

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