application form
New Business Ultimate

Serial No.: .....

Welcome to Etisalat.
Please complete this form if you are applying for **New Business Ultimate**. Please note that incomplete information may cause delays in service providing.

A. Type of request

Mobile Number: .....

☐ New connection ☐ Existing connection SIM#: .....

B. Application Type

☐ Company (COCP) ☐ Individual (CEP)

Company Name: .....

Trading License #: .....
(In case of company application)

Issued Date: ..... Expiry Date: .....

Establishment Card: .....

Issued Date: ..... Expiry Date: .....

C. Contact person details

☐ Power of Attorney ☐ Letter of Delegation

Name: .....

Title/Position: .....

Contact#: ..... Telephone#: ..... Ext.: .....

Email ID (Mandatory): .....

ID Type: ☐ Emirates ID

ID No.: ..... Nationality: .....

Issue Date: ..... Expiry Date: .....

Mailing Address:

PO Box: ..... Office/Building: ..... Floor: .....

Street: ..... Nearest Landmark: .....

City: ..... Emirate: .....

Remark: .....

D. Select your plan

Base Plan	☐ Plan 2GB		☐ Plan 6GB		☐ Plan 12GB	
	☐ Flexi	☐ Local	☐ Flexi	☐ Local	☐ Flexi	☐ Local
CUG minutes	100	100	100	200	100	200
Flexi minutes*	50	NA	175	NA	250	NA
Local minutes	NA	150	NA	350	NA	650
Local Data	2GB	2GB	6GB	6GB	12GB	12GB
Quantity						

*National and International calls

	Plan 2GB			Plan 6GB		Plan 12GB		
	AED 120	AED 110	AED 100	AED 160	AED 140	AED 250	AED 225	AED 200
	12 Months	18 Months	24 Months	18 Months	24 Months	12 Months	18 Months	24 Months
Mobile								
Mobile								
Mobile								
Mobile								
Mobile								

E. Select your device* (only with contract)

Device delivery: ☐ On Site ☐ Courier

Apple Devices	AED per month (12 Months)	AED per month (18 Months)	AED per month (24 Months)	Color	Quantity
iPhone SE 16GB	137	92	69		
iPhone SE 64GB	171	114	85		
iPhone 6s 16GB	190	130	100		
iPhone 6s 64GB	225	155	125		
iPhone 6s 128GB	260	180	150		
iPhone 6s Plus 16GB	225	155	125		
iPhone 6s Plus 64GB	260	180	150		
iPhone 6s Plus 128GB	290	205	175		

Samsung Devices	(12 Months)	(18 Months)	(24 Months)	Color	Quantity
Samsung Galaxy S6 edge 32GB	258	172	129		
Samsung Galaxy S6 edge 64GB	283	189	142		
Samsung Note5 32GB	233	156	117		
Samung Galaxy S7 32GB	208	139	104		
Samung Galaxy S7 Dual SIM 32GB	208	139	104		
Samung Galaxy S7 edge 32GB	233	156	117		
Samung Galaxy S7 edge Dual SIM 32GB	233	156	117		
Samung Galaxy Note 7 64GB	255	175	135		

Others Devices	(12 Months)	(18 Months)	(24 Months)	Color	Quantity
Blackberry NEON 16GB	100	70	55		
Blackberry Passport	225	150	112		
Blackberry Classic LTE 16GB	150	100	75		
Blackberry Leap	100	67	50		
Blackberry Priv 32GB	242	161	121		
Sony Xperia Z5 32GB	225	150	112		
Lenovo A7010 32GB	75	50	37		
Huawei P9 LTE 32GB	155	105	80		
HTC 10 LTE 32GB	200	135	105		
Xiaomi Redmi Enhanced 16GB	37	25	19		
Xiaomi Mi4i 16GB	60	40	30		
Xiaomi Redmi Note 2 - 16GB	75	50	37		
Xiaomi Mi Note 64GB	141	94	70		
Microsoft Lumia 950 32GB	175	117	87		
Microsoft Lumia 950 XI 32GB	196	131	98		
Microsoft Lumia 640 XL 8GB	79	53	40		
Microsoft Lumia 640 8GB	54	36	27		

*Devices are subject to stock availability

IMEI#	

F. Select your add-ons

	Intra-company Minutes		
	Minutes	AED/Month	Qty
☐	30	10	
☐	100	25	
☐	300	50	
☐	500	75	
☐	1000	100	

	SMS (Local/Int'l)		
	SMS	AED/Month	Qty
☐	60	10	
☐	100	15	
☐	300	40	
☐	500	60	
☐	1000	100	

	International Minutes		
	Minutes	AED/Month	Qty
☐	70	50	
☐	150	100	
☐	350	200	
☐	600	300	

	°Incoming Roaming Add-ons		
	Minutes	AED/Validity	Qty
☐	100	15 / 24 hours	
☐	40	50 / month	
☐	Unlimited mins•	95 / 30 days	

	Local Minutes		
	Minutes	AED/Month	Qty
☐	240	60	
☐	500	120	
☐	800	180	

	Data		
	GB	AED/Month	Qty
☐	1	60	
☐	5	149	
☐	12	219	

	°Data Roaming Add-ons		
	Data	AED/Validity	Qty
☐	Unlimited•	35 / 24 hours	
☐	1GB	250 / month (12 months contract)	
☐	3GB	400 / month (12 months contract)	

*International Minutes Add-ons are applicable for all countries except the exclusion list.
°Applicable in preferred operators only and can be subscribed by company paid lines only.
• Fair usage limit applicable (150 mins/day for incoming pack and 500MB/day for data pack, after which speed will be reduced). One time pack validity and charge starts from 1st usage abroad and will get renewed only if used after the validity is over.

☐ Opt-out from Etisalat promotional SMS

G. Select your other services

Voice cap Limit: ☐ Default ☐ ..... AED*

Data Cap: ☐ Hard Cap ☐ VIP cap

Voice Roaming: ☐ No ☐ Yes (deposit) .....

Special offer: .....

H. Billing and Payment

Invoice Delivery: ☐ eMail ☐ B2B

eMail Address: ☐ Same as above eMail ☐ New eMail: .....

Payment Options (for individual paid lines with device):

☐ Auto pay - Credit Card ☐ Direct Debit - Bank account ☐ Advance payment of AED 1000

I/We clearly understand and agreed by completing and signing this application with Etisalat Terms and Conditions for **New Business Ultimate**.

Signature:

Date: ...../...../.....

For official use only

Individuals	
☐ Copy of ID	☐ Salary certificate
☐ Bank Statement	☐ Company NOC

Companies	
☐ Copy of authorised person ID	
☐ Letter of authority	☐ Original valid trade license

Employee ID: ..... Signature: .....

Mobile No.: .....

Activation Source:

☐ ES Gov ☐ ES Private ☐ Managed Indirect ☐ Alternate Managed

☐ Managed SMB ☐ Roadshow ☐ Business Centre/Franchise

Stamp

For Channel Partners / Franchise

Terms and Conditions
New Business Ultimate

1. Introduction

a. These Terms and Conditions shall govern the supply of all telecommunications products and services under the "Business Ultimate" 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. All the Bundled minutes will be based on Per-minute basis, only out of bundle charges will be based on Per-second basis.

g. The Customer acknowledges their responsibility for all charges incurred in using the Service including those incurred without the knowledge or permission of the Customer.

h. 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.

i. 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.

j. 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.

k. 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. Invoice:

a. By default, all bills will be delivered as soft copy to the email ID provided

b. Customers can register for B2B anytime by visiting HYPERLINK "http://www.businessonlineportal.ae" www.businessonlineportal.ae or contacting 8005800 or HYPERLINK "mailto: businesscare@etisalat.ae"

c. In case customers would like to have printed invoices, customers are to contact 8005800 to opt-out from eBill (Note: Summary printed invoice will only be provided).

d. Usage level detail bill can only be provided on request basis only- Contact 800500.

6. 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 authorised 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.

b. The minimum term of this agreement is (1) 12-month.

c. An exit fee is payable if the Customer breaches their commitment to keep their subscription on base plan activated for a 12-month or 18-month or 24-month period. In addition, the Customer must pay any outstanding amounts on the account.

1: For Base plans

AED 100 x remaining months in the contract

2: For Base plan with devices:

(Device monthly charge X remaining months in the contract s) + Base plan exit charges (100 X remaining months in the contract)

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

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. 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 be charged for incoming and outgoing 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 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.