



1. INTRODUCTION

- 1.1 This Service Specific Terms are supplementary to the General T&Cs (Consumer) and shall apply to the provision of the Service (as defined below) by Etisalat to the Customer (as defined below), in addition to the constituent parts of the Agreement between Etisalat and the Customer.
- 1.2 In case of a conflict between the provisions of the Service Specific Terms and the terms of the General T&Cs (Consumer), these specific terms shall prevail over the General T&Cs (Consumer).

2. DEFINITIONS

2.1 The following definitions apply:

- 2.1.1 "Agreement" means the entire contractual agreement between Etisalat and the Customer in respect of the Service comprises of the following:
- the Service Application Form;
 - the Charges (which will be published on the Digital Channels and / or may be available through other communications channels used by Etisalat);
 - the Service Specific Terms
 - the General T&Cs (Consumer) available in Digital Channels;
 - Etisalat's Privacy Policy available in Digital Channels;
 - Appendix (1) attached to this Service Specific Terms.
- 2.1.2 The estimated BoQ at the time of survey/installation and any updates on it.
- 2.1.3 "Appendix (1)" means the Appendix attached to this Service Specific Terms and sets out the technical terms and other conditions related to the Service, which the parties agreed on.
- 2.1.4 Bakhour Mode Feature: This feature provides the Customer a functionality to temporarily pause and de-activate one-go-all-go feature of the fire alarm system when burning or using bakhour (incense), charcoal and smokes that come out of such burning or usage.
- 2.1.5 "Customer" means the person who, directly or through an agent, purchases or subscribes to the Service.
- 2.1.6 "Digital Channels" mean the official website of Etisalat available at www.etisalat.ae and onlineservices.etisalat.ae; the official mobile app of Etisalat, available under the name of "Etisalat UAE".
- 2.1.7 "Devices" means the electronic communication boards specified in the BoQ of this Agreement, which will be installed in Residential Houses and linked to the fire detection and alarm systems installed in these houses, which transmit warning signals for fire alarms and detection and fire warnings alarm to the center and control rooms 24/7 throughout the year.
- 2.1.8 "Etisalat" means Emirates Telecommunications Group Company P.J.S.C and any of its wholly-owned subsidiaries.
- 2.1.9 "Etisalat Representatives" means Etisalat personnel and/or its sub-contractor personnel.
- 2.1.10 Privacy Policy" means Etisalat's privacy policy, as updated from time to time, which is published on the main website of Etisalat and is available upon request using one of the communications channels referred to in Clause 30 of the General T&Cs (Consumer).
- 2.1.11 "General T&Cs (Consumer)" means Etisalat's general terms and conditions for consumers (i.e. non-business) products and services, which are published on Etisalat's website and are available through the other communications channels referred to in Clause (30) of the General T&Cs (Consumer).
- 2.1.12 "Prepaid Plan" means a model where the Customer pays upfront for the Devices and for 2 years of maintenance and monitoring fees to avail the Services. The maintenance and monitoring fees shall continue for the term of the Contract
- 2.1.13 "Postpaid Plan" means a model where the Customer pays a one-time activation charge and monthly recurring charges for the selected Hassantuk Core Package, Monitoring and Maintenance Fees and the additional devices, as per the plan selected by the Customer. The monitoring and maintenance fees shall continue to be charged on a monthly basis until the Service is terminated
- 2.1.14 "Service" means the supply, installation, commissioning and maintenance of fire alarm sensors such as warning systems and early detection systems of fire in the houses, and installation of fire alarm transmission Devices in the customer premises.
- 2.1.15 "Service Specific Terms" means these terms and conditions which apply to the Service provided by Etisalat.
- 2.1.16 "Residential Houses" means the private residential independent houses or built into single complex, owned or leased by real estate developers or by natural persons.

3. CUSTOMER OBLIGATIONS & RESTRICTIONS

3.1 The Customer accepts and acknowledges the following:

- 3.1.2 Upon subscription of the Service by the Customer, Etisalat shall contact the Customer to collect all information and documentation required for the provision of the Service. Etisalat representatives shall have the right to request the Customer to present a valid UAE ID or any document for identification purposes.

3.1.2 The Customer shall support and assist Etisalat Representatives by providing timely access to its premises and by providing reasonable support as may be required by the Etisalat Representatives to install and commission the Service, as indicated for the service provisioning in Appendix (1) attached hereto.

3.1.3 The Customer shall provide at all times, accurate and timely information to Etisalat pursuant to the Service (including but not limited to anything, which could adversely affect the Devices installed by Etisalat in connection with the Service) and shall promptly update Etisalat of any changes to such information.

3.1.4 The Customer shall maintain in good working order and to the appropriate standards the Devices installed by Etisalat in connection with the Service, and comply with any instructions provided by Etisalat with regard to the use of the Devices.

3.2 Further the Customer agrees:

- 3.2.1 that the title of risk of any Device(s) installed in the Customer's Residential House pursuant to the Service, shall transfer to the Customer from the date of installation;
- 3.2.2 in case the Device(s) is / are lost, stolen, destroyed or damaged (other than for ordinary wear and tear), the Customer will be liable to pay the relevant charges for the replacement of such Devices;
- 3.2.3 to not alter or replace any Device(s) installed by Etisalat in the Customer's premises, and the Customer shall be liable for such alteration or replacement of the Device(s). Also the Customer shall be responsible for any change in the layout of the house by adding additional room(s) or annexes, and shall apply for the Service and the BoQ and be charged accordingly.
- 3.2.4 any modifications required due to changes in the Residential House configuration, such as but not limited to, additional room(s) or annexes where the Customer shall be liable to pay the relevant charges for the additional visit and the Devices.

3.4 In addition to Clause 8 of the General T&Cs (Consumer) for the provisions gathering the Customer obligations and restrictions that apply to the Service.

4. DISCLAIMER, REPRESENTATIONS & WARRANTIES AND LIABILITY

Etisalat and the Customer agree:

- 4.1 that the warranty terms for the devices shall be as per the standard warranty terms and shall cover the period of five years starting as of the Activation Date;
- 4.2 that Etisalat shall not be responsible for any damages or expenses arising out of any delay in providing the Service, service planned or unplanned outage in the network, and other operational issues relating to the disruption and diminution of the Service. And that Etisalat shall always use commercially reasonable endeavors to activate and restore the network as soon as reasonably practicable;
- 4.3 that Etisalat shall provide the Service on "as is" basis without any warranties or guarantees relating to any warranty or undertaking, implied and express, that may arise by law or otherwise, and where Etisalat makes reasonable commercial efforts to provide reasonable quality services. Also Etisalat does not warrant or acknowledge that the Service (including but not limited to the Devices installed by Etisalat in connection with the Services) will be error-free, or without any defect as the Service (including but not limited to the Devices installed by Etisalat in connection with the Services) is of a special nature and is exposed to interruption and human or technical errors. The Service (including but not limited to the Devices installed by Etisalat in connection with the Services) is available without any warranty or undertaking of any kind, including for example, without limitation, any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or implied warranty arising from outside the framework of practice, dealing or use.
- 4.4 The fire alarm monitoring system is a system for early detection of fire in the Customers Residential Houses and is a second line supporting system to notify the authorities to respond to an unfortunate event of a fire breakout. Therefore, the Service is not replacing the existing response processes and systems of UAE Civil Defense (such as 999). Accordingly, to the fullest extent permitted by law, Customer waive, and undertake to waive, any right it may have to claim damages, or other loss or liability from Etisalat due to, or in connection with, any fire event.
- 4.5 The Customer agrees that the Service is not guaranteed to be fault-free, and Etisalat shall bear no responsibility or liability in respect of any damages or death or injuries arising out of a fire breakout in the Residential Houses. Furthermore, Etisalat shall have no liability for any cost, damage or loss or expenses or costs (including attorney fees) resulting from third party claims.

4.6 The Customer acknowledges and accepts that Etisalat advises or guidelines with regard to the Service are given according to the best of its knowledge, and Etisalat shall not be liable for such advice, information and guidelines. Also any advice or information whether oral or written, obtained by the Customer from Etisalat will not create any warranty not expressly stated in the Agreement.

4.7 The Customer acknowledges that the Service aims to limit and minimize the effects and damages of fire but does not prevent them, nor it is not considered as insurance for Residential Houses against the danger or damage of fire.

4.8 Notwithstanding Clause (21) of the General T&Cs (Consumer) and to the

extent permitted under the laws of the United Arab Emirates, in no event the Customer understands and agrees that Etisalat shall not be liable for any direct, in direct, incidental, punitive or consequential loss, damage, cost or expense whatsoever (and whether or not the Customer has been advised of the possibility of such damage(s)), resulting from:

- misuse of the service (which includes the devices, equipment, the monitoring system, and inside and outside wiring and installation),
- inability to reach the UAE Civil Defense emergency service (999)
- any alleged interference with alarm system, or monitoring signals, or any failure of alarm system or monitoring signals to reach their intended monitoring stations allegedly, as a result of the service.

4.9 Subject to the above paragraphs of this Clause (4) and in relation to each Customer, Etisalat's liability for direct damages (except in relation to personal injury and death) is limited to AED 5,000 per incident, subject to total maximum of AED 10,000 for any number of incidents within any (12) months.

5. CHARGES, BILLING, AND PAYMENT

In addition to Clause 15 of the General T&Cs (Consumer), the following provisions regarding the charges, billing and payment apply to the Service:

5.1 The Customer shall pay the expenses and fees for the installation, activation, disconnection, relocation and decommissioning of Service (including but not limited to fire alarm control unit, transmission equipment and Devices, detectors, and annual monitoring subscription) and any ancillary charges.

5.2 Etisalat will collect the fees from the Customer (Annual monitoring fees per Residential House and M2M charges) in advance for the first two (2) years of subscription, and the Customer shall pay Etisalat the applicable fees for the subsequent eight (8) years annually in advance.

5.3.1 For Customers who are part of the Postpaid Plan, Etisalat will collect the fees in advance from the Customer, including the monthly installment fee for the selected Hassantuk Core package; additional devices monthly installment fee; and monitoring and maintenance fees per Residential House as applicable. For Postpaid Plan, an upfront one time charge ("OTC") of AED 1000 excluding VAT, will be charged on or before the activation date.

5.3.2 The Customer agrees that the initial package and additional device installment fees shall continue for the duration of the Postpaid Plan as selected by the Customer in his Postpaid Plan. For the avoidance of doubt, the monitoring and maintenance charges will continue on a monthly basis for the Initial Term of the Agreement, as provided in Clause (6) Term. And the Customer will be invoiced on arrears on monthly basis for all charges and fees incurred therefrom.

6. TERM

6.1 This Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat ("Effective Date").

6.2 Subject to clause 6.3 below, the minimum commitment period of subscription to the Service is ten (10) years (the "Initial Term") from the date on which Etisalat makes the Service available to the Customer ("Activation Date"), and the term of the Agreement shall automatically extend at the end of the Initial Term for a period of one (1) year unless either party gives written notice to the other party, not later than (30) days before the end of the Initial Term.

6.3 Without prejudice to any of Etisalat's rights that have accrued under this Agreement or any of Etisalat's other rights or remedies, this Agreement shall automatically terminate if the agreement with reference number [] between Etisalat and Ministry of the Interior entered into in connection with this Agreement, has been terminated for whatever reason.

6.4 On termination or expiry of this Agreement:

- The Customer shall support and assist Etisalat Representatives by providing timely access to its premises and by providing reasonable support as may be required by Etisalat Representatives to disconnect and decommission the Devices installed by Etisalat in connection with the Service;
- The Customer shall continue to be responsible for any charges incurred between the termination or expiry of this Agreement and the completed disconnection and the decommissioning of the Devices installed by Etisalat in connection with the Service;
- The Customer shall pay Etisalat the costs of disconnecting and decommissioning the Devices installed by Etisalat in connection with the Service;
- The Customer will indemnify Etisalat on demand in respect of any costs or liabilities incurred by Etisalat in connection with the disconnection and the decommissioning of the Devices installed by Etisalat in connection with the Service.

6.5 On termination or expiry of this Agreement, the following clauses shall continue in force: Clause 4 (Disclaimer, Representations & Warranties And Liability), Clause 6.4 and this Clause 6.5.

7. Bakhour Mode Feature:

The Customer agrees and acknowledges to accept the following terms and conditions when activating the Bakhour Mode Feature:

7.1 The use of the Bakhour mode feature through the control panel will temporary deactivate feature of the fire alarm system. Following the temporary deactivation period, the fire alarm system will automatically

- switch back on to the activation state.
- 7.2 The Bakhoor mode (temporary deactivation) feature helps to eliminate uncertain and false fire alarms caused by burning bakhoor (incense), charcoal, and smoke coming out of the bakhoor in the residential house.
- 7.3 The customer shall remain responsible and liable for any fire damage or loss in the residential house arising out of the temporary deactivation of the fire alarm system for the usage of bakhoor feature. The Customer shall monitor the residential house during the activation of bakhoor feature. And shall have full responsibility to follow all necessary fire safety measures and regulations during this time and have all sources of potential ignitions controlled and safe in the residential house.
- 7.4 The temporary deactivation feature of the fire alarm system will allow the customer to manually silence the alarming signal temporarily for a maximum of 15 minutes and the fire alarm system then returns to its normal (activation) state. This temporary deactivation feature will not be available between 12 am to 5 am daily.

8. GOVERNING LAW

This Agreement and any issue or dispute, of whatever nature arising out of, or in any way relating to it or its formation, shall be governed by the

laws of the United Arab Emirates (UAE). The Parties submit to the exclusive jurisdiction of the United Arab Emirates (UAE) courts.

9. VAT

Please see Clause 32 of the General T&Cs (Consumer) for the provisions governing VAT (Value Added Tax) that apply to the Service.

10. CONTACTING ETISALAT

The customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Consumer), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause (30) of the General T&Cs (Consumer).

APPENDIX (1)

This Appendix sets out Etisalat's technical terms and conditions under which the service is provided to the Customer as per the Agreement.

- (1) Introduction:

- (a) The purpose of this Appendix is to specify the technical functions and activities of the fire alarm and monitoring system for residential houses.

(2) Service provisioning:

- (2.1) During service provision stage customer is responsible of preparing their Residential Houses ready for installation which includes:

- (a) Clearing all snags.
(b) Ensuring that all rooms are open and accessible for the technician(s) to perform the installation.

- (2.2) Any activities that can mislead or disallow the technician from performing the installation, which will require additional visit by the technician, will be chargeable.

- (2.3) The Customer will be entitled only for 2 free-charge visits, if exhausted he/she will be charged AED 250 from the 3rd visit onwards.