

Terms and Conditions



Prepaid
Mobile Service

1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

2. DEFINITIONS

- (a) Agreement means the entire contractual agreement between Etisalat and the Customer, comprising of the constituent parts set out in Clause 3 of the General T&Cs (Consumer).
- (b) Access Number" means 800505 which is the number that the Customer calls in order to initiate voice calls.
- (c) Call Rates means the per-minute Charges applicable for making voice calls using the Five Calling Card. Details of these Charges can be found on the website www.fivemobile.ae or by calling 800544.
- (d) Calling Card means Five International VOIP Card.
- (e) Customer means the person who purchases or subscribes to the Service.
- (f) Etisalat means Emirates Telecommunications Group Company P.J.S.C and any of its wholly-owned subsidiaries.
- (g) General T&Cs (Consumer) means Etisalat's general terms and conditions for consumer (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).
- (h) International means voice calls made to non-UAE fixed or mobile telephone numbers.
- (i) Local means voice calls made to fixed or mobile telephone numbers within the UAE.
- (j) Personal Identification Number (PIN) means the unique recharge code on the reverse side of the Calling Card, which the Customer inputs to access their account and credit balance when making voice calls. The PIN can only be accessed by the Customer on purchase of the Calling Card.
- (k) Service means the Five Calling Card service, as described in more detail in Clause 3 of these Service Specific Terms.

3. SERVICE DESCRIPTION

- (a) The Five Calling Card is a pre-paid phone card service, available in different denominations which can be used to make International or Local voice calls from landlines, mobile phones and payphones of any authorised telecommunications service provider in the UAE.
- (b) To use the Calling Card, the Customer shall dial the Access Number from a landline, mobile phone or payphone in the UAE and follow the instructions. The Customer shall enter the PIN as shown on the reverse side of the Calling Card to be able to use the Service.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which the Calling Card is first activated by the Customer entering the unique PIN found on the reverse side of each Calling Card (the "Effective Date"). There is no minimum term of the Agreement. The Agreement shall continue from the Effective Date until expiry of the Calling Card, subject to the provisions on termination as detailed in Clauses 10 and 11 of these Service Specific Terms.
- (b) Each Calling Card will expire either:
 - i. in accordance with the expiry date as set out on the reverse side of the Calling Card; or
 - ii. when the actual value of the credit balance on the Calling Card has been used up,
 - iii. upon a receipt of notice by the Customer to terminate the Service and no refund will be made in respect of any unused credit balance left on the Calling Card at the time of its expiry.

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

Please see Clause 8 of the General T&Cs (Consumer) for the provisions governing the Customer obligations and restrictions that apply to the Service.

6. ETISALAT'S OBLIGATIONS

Etisalat 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. CHARGES, BILLING & PAYMENT

- (a) There will be a separate Customer account, and the commencement of a separate Agreement, for each Calling Card purchased. Charges (being the Charges for calls made by the Customer) will be applied to the account until such time as all credit balance available on that account has been used or has expired. Credit balances are not transferable.
- (b) Charges for calls made using the Calling Card will be debited against the credit balance on the Calling Card. Each time the Customer uses the Calling Card, the credit balance shall be reduced to the extent of the Charges incurred for making a call based on the Call Rates applicable to the country called and the duration of the call. The Call Rates are available at www.fivemobile.ae or by calling 800544.
- (c) Call Rates are for calls to and from landlines, mobile phones and payphones (unless otherwise stated). The Calling Card cannot be used to make calls to premium rate numbers.
- (d) The Customer will pay all Charges in advance when purchasing the Calling Card. The Customer may check their remaining credit balance at any time by calling the Access Number (800 505).
- (e) The Calling Card is valid for as long as it maintains a credit balance from the initial value of the denomination purchased or until it expires as detailed in Clause 4(b) of these Service Specific Terms, whichever occurs earlier.
- (f) Once the Calling Card has been used and if no further calls are made for the duration of the validity of the Calling Card, any remaining credit balance on the Calling Card shall expire and shall no longer be usable. The validity of each Calling Card is shown on the reverse side of the Calling Card.
- (g) All calls made using a Calling Card are charged on a per-minute basis, rounded up to the nearest minute, as per the Charges displayed at www.fivemobile.ae and available by calling 800544.
- (h) Etisalat reserves the right to vary the Call Rates which are subject to change at any time and the Customer is responsible for regularly checking the Charges displayed at www.fivemobile.ae and available by calling 800544, for the current Call Rates. Etisalat shall publish any change in Call Rates twenty eight (28) days before such change becomes effective.
- (i) The Calling Card cannot be recharged and the credit balance can be used only for one time until the cards validity expires as detailed in Clause 4.

8. CUSTOMER CREDIT, ADVANCE PAYMENTS & DEPOSITS

Please see Clause 16 of the General T&Cs (Consumer) for the customer credit, advance payment and deposit provisions that apply to the Service.

9. ANY OTHER SPECIFIC PROVISIONS

- (a) Calls can be made by anyone who is aware of the PIN. The Customer is solely responsible for maintaining the confidentiality of their PIN. The Customer shall keep the PIN confidential at all times to prevent misuse and the Customer is responsible for keeping the Calling Card secure.
- (b) Etisalat shall not be liable to the Customer for any loss arising out of misuse, loss, damage or theft of the Calling Card or associated PIN and shall not be required to reimburse the Customer for any remaining credit balance on the Calling Card or block the Calling Card from future use. Calling Cards are not redeemable for cash and credit balances are not refundable other than at Etisalat's discretion on termination in accordance with Clause 11(b) of these Service Specific Terms.
- (c) Calling Cards are for use for voice call made from within the UAE only.

10. SUSPENSION, DISCONNECTION OR TERMINATION BY ETISALAT

- (a) 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 Etisalat.
- (b) Etisalat reserves the right to terminate the Service and deny any PIN on calling cards for any misuse, violation or fraudulent act by the Customer.

11. TERMINATION BY THE CUSTOMER

- (a) The Agreement will terminate automatically on the expiry of the Calling Card in accordance with Clause 4(b) of these Service Specific Terms.
- (b) The Customer may terminate the Agreement without penalty within 28 days of an increase to the Call Rates being published by Etisalat in accordance with Clause 7(h) of these Service Specific Terms. Etisalat may at its sole discretion refund any unspent credit balance or take other steps in relation to
- (c) On termination for any other reason, any remaining credit balance on the Calling Card will not be refunded to the Customer.

12. 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 calling 800 544 or by using any of the communications channels stated in Clause 30 of the General T&Cs (Consumer).