

Terms and Conditions of Mobile Postpaid Services

1. Introduction

- These terms and conditions were issued by Orange and approved by the Commission. Orange has the right to amend these terms and conditions provided that it obtains the Commission prior approval, the amendments shall come into force thirty (30) days after announcement in the media or by delivery of a written copy of such amendment to the applicable Subscriber, unless that Subscriber objects to such amendments to the Commission or to Orange in writing before the expiry of that thirty (30) day period.
- These terms and conditions were issued in both Arabic and English languages, and in case there is any difference between them, the terms and conditions in Arabic language shall prevail.
- Orange provides the service to the Subscriber in accordance with the provisions of the license granted to it by the Commission.
- The Subscriber acknowledges that he/she has read and understood these terms and conditions before signing the contract. So, it was approved.
- The Introduction of this contract is considered an integral part of the contract and shall be read in alliance with the whole contract as one unit.

2. Definitions:

The following words and expressions shall have the meanings assigned to them unless the context otherwise requires:

Telecommunications Law: means the Telecommunications Law No 13 of 1995 of Jordan and its amendments.

Commission: Telecommunications Regulatory Commission established by the Telecommunications Law and its amendments.

Orange: Shall mean Petra Jordanian Mobile Telecommunication Company Ltd., a company licensed to operate and manage public mobile wireless telecommunications network, and to provide public mobile wireless telecommunications services within the Hashemite Kingdom of Jordan.

License: The authorization granted by the Commission or the contract or the agreement signed by the Commission and Orange allowing to establish, operate and manage a Public Telecommunications Network, or provide Public Telecommunications Services, or use Radio Frequencies pursuant to the provisions of this Law and the by-laws issued pursuant thereto.

Subscriber: Shall mean the person or the entity signing or otherwise authorized to sign the subscription form after reading and agreeing on all terms and conditions hereafter.

Subscription Contract: means the terms and conditions that governs and regulates the relationship between Orange and the Subscriber, and which shall include:

- Service Subscription Form: Application form for subscription to the Service annexed to the contract, which set the information of the applicant, described the service to be obtained and which is completed by the Subscriber for the service intended to subscribe to,
- Tariff Booklet: The annex that may define the Service/offer, conditions of the Service provision, the Service price according to the published tariffs, traffic volume, and any specific conditions for certain offers that published on the website, electronic applications, or any special brochures available upon subscription.
- These standard terms and conditions.

5G: International Mobile Telecommunications System for fifth generation networks.

4G: Advanced International Mobile Telecommunications Systems for fourth generation networks.

3G+: Universal Mobile Telecommunications Systems technology for third generation networks.

2G: Global System for Mobile Communication system technology for second generation networks.

Service: Shall mean the access to the network via mobile handset that is compatible with the “2G” and/or “3G+” and/or “4G” and/or “5G” systems.

Network: Shall mean the entire 2G and/or 3G+ and/or 4G and/or 5G mobile telephone network operated by Orange within the territory of the Hashemite Kingdom of Jordan.

Subscriber Identity Module: is a smart card (SIM) that defines the Subscriber access on the Network, or the electronic registration code (e-SIM) that is programmed on the Subscriber’s compatible device and according to which the Subscriber is identified on the Network.

Subscription day: The date, on which the subscription contract is signed, and the due fees are paid.

Subscriber’s Information: For an individual: copy of the national identity card, resident permit for non-residents or passport. For a company, corporation or any

other legal entity: copy of the registration certificate, valid vocational license, and a copy of the authorized signatory's certificate with a copy of national identity card.

Force majeure: the exceptional event that cannot be foreseen and prevented that makes the implementation of the obligation impossible, and therefore Orange is no longer able to fulfill its obligations under this Subscription Contract.

3. Service Description:

Postpaid service, which allows the Subscriber to access to Orange network to benefit from Orange mobile telecommunications services, as well as access to the wireless Internet using Subscriber Identity Module with mobile handset compatible with Orange Network, and thus payments are due - as described in the Terms and Conditions below – resulting of Subscriber's use of the services provided with the related tariff set by the Orange.

4. Service Subscription

1. The Subscriber, when applying to obtain the services, has to make sure of the coverage in the area which he/she mainly desires to use the Service in, and inquire from Orange about being within Orange's network coverage area (5G) and/or (4G) and/or (3G+) and/or (2G).
2. As the Subscriber submitting his/her request to get the Service, Orange should activate the Service, provided that the Subscriber mobile handset is compatible with Orange's Network, in addition to be within the Network coverage area of 2G and/or 3G+ and/or 4G and/or 5G as defined in Orange Network system.
3. On the Subscription date and after the Subscriber has filled the Subscription Form and paid the subscription fees and the deposit as defined in article 5/1 and 5/5 when applicable, Orange shall provide the Subscriber with a Subscriber Identity Module and mobile subscription number, which will enable the Subscriber to access the Service.
4. Orange will exert its best endeavors to provide the Service within four working days from the Subscription date.

5. Prices, fees and method of payment:

1. On the Subscription date, the Subscriber shall pay Orange the connection fees and the first monthly subscription fee corresponding to the offer that

the Subscriber has selected, according to the tariffs published by Orange applicable at that date.

2. A detailed monthly bill in Arabic or English (according to the Subscriber's request) will be sent to the Subscriber at the e-mail address provided by the Subscriber to Orange, the Subscriber could be notified of the amount of bill through sending SMS to the Subscriber's mobile number documented at Orange.
3. The Subscriber shall pay Orange all fees and charges mentioned in the invoice by the due date as specified in the invoice, and Orange's records shall be conclusive and final evidence of the due amounts unless the Subscriber proved otherwise.
4. Fees and charges for the Service are included in the Tariff Booklet applicable and available in all points of sale or upon Subscriber's request to the customer care center. Orange has the right to increase the fees and charges from time to time. Such changes will be published at least one month prior to their application by two daily local newspapers, provided that these charges or prices will not exceed what is stated in the conditions of the licensing agreement, or the instructions and decisions issued by the Commission, unless the changes concern a decrease in the fees and/or charges. In this case, changes will take effect immediately. In all cases, Orange shall inform the Commission of any changes it makes to those charges or prices.
5. Upon signing the contract, Orange reserves the right to request a refundable deposit amount for the services that are subscribed to by the Subscriber, provided that it does not, in any case, exceed the value of the expected bill for the Subscriber for three months. Orange is also entitled to use the deposit amount to cover any fees and charges not being paid by the Subscriber, and Orange reserves the right to request an additional deposit amount in case of subscribing to the international roaming service and international calls.
6. In the event the Subscriber terminates this contract for whatsoever reason, Orange will, after deduction of all due amounts, refund the remained deposit within one month commencing the termination date.
7. The credit limit is determined by the monthly subscription value or equivalent to the deposit amount referred to in Clause (5) above, and that if the consumption value during the validity period exceeds the credit limit or the deposited amount, then the Service will be suspended until the Subscriber pays this value or increase the deposit amount. The amount of

the credit limit is pre-determined and will not, in any case, be greater than the amount deposited by the Subscriber, bearing in mind that the Subscriber has the right to increase the credit limit at any time by paying an amount more than the amount of the deposit that will be refunded upon termination of this contract. Upon reaching the credit limit, Orange reserves the right to limit the Subscriber's Service to receive calls only until payment of the due amounts and until the credit limit increased as referred to above, provided that the Subscriber is notified before disconnecting the Service.

8. The Subscriber shall pay all required fees and taxes to governmental entities in the Kingdom for the rendered Service, which are collected by Orange on behalf of these entities.
9. The due date for payment shall be mentioned in the bill, payment of the monthly invoice shall be made before the invoice due date. In case such payment is not made within 10 days after the due date, Orange reserves the right to limit the Service to incoming calls. If such payment is not made within 45 days after the due date, Orange reserves the right to terminate the contract without prejudice to the provision of clause 10 of this article.
10. Subject to the provisions of applicable legislations, Orange may terminate the contract in case the Subscriber breaches any of these terms and conditions, thus the monthly fees and charges shall become due up to the end date of initial or renewed contractual term.
11. The invoices sent to the Subscriber- which might include bundled device/mobile handsets due amounts - shall be considered as written notification of due amounts that shall be paid by the Subscriber.

6. Quality of service:

1. Orange will exert its best endeavor to provide good level of Service as described by its License agreement without guaranteeing the speed of access to the Service due to the limitations listed in clause (7) below of this article.
2. The Subscriber acknowledges that Orange will not be responsible or liable in any way for any discrepancies or deficiencies or interruption of Service that may arise from time to time due to force majeure, and / or external radio interference or caused by third party. Orange does not accept any responsibility for compensation for any loss or damage arising from the

Subscriber misuse of the Service, and he/she will lose the right to object or request compensation for this unless agreed otherwise.

3. The service is only available in the areas covered by Orange Network that transmit voice and data services depending on the Subscriber's location within the coverage area of the related Network.
4. Orange's coverage areas are in accordance with the conditions and obligations of its license and the regulatory provisions issued by the Commission in this regard.
5. In areas that the service is available, it is technically impracticable for Orange to guarantee that:
 - a) the Service is available in each place within an area where there is coverage,
 - b) there will be no delays in transferring data when switching between bearers Networks during mobility between (5G,4G, 3G+ and 2G), and
 - c) there will be no congestion on the Network.
6. The coverage area of the 5G, 4G, 3G+ and 2G networks are not the same.
7. The speed of data transmitted using the service will vary depending on the following factors:
 - a) The Network used to connect to the service (for example, the subscriber may obtain faster data transfer speeds on the 5G network than 4G, 3G+ and 2G networks). The Subscriber will not experience broadband speeds where only 2G coverage is available.
 - b) The distance from a mobile tower.
 - c) The capacity and traffic load on the mobile tower.
 - d) The number of users sharing the Network.
 - e) The Subscriber's equipment, software, and number of connected devices to the Service at the same time.
 - f) General activity on the Internet; and
 - g) Speed and capacity of the server the Subscriber is accessing.
8. Orange undertakes to exert reasonable efforts to repair the faults as soon as they occur and in accordance with the terms and obligations of its license where Orange makes no claims that the Service and/or the Network are free from defects.
9. Orange undertakes to compensate the Subscriber in case it is proved that a malfunction or interruption has occurred in the services rendered, as a result or prior to it, which caused harm for the subscriber, equal to the

period of malfunction and/or interruption conditioned that this malfunction and/or interruption resulted from Orange's failure to provide the service, and the right for compensation will not include the cases when the service is stopped for reasons of maintenance, modifications or expansions done to the network, given that a reasonable time frame prior notice is sent to the subscriber, and this compensation does not include the consequences caused by third party or for reasons of force majeure, the compensation shall be made based on agreed terms between the two parties, as to include reimbursement of money, or giving discounts or compensating by communications hours or additional bundles or by reversing value to subscriber's account proportional to the duration of the interruption, all based solely on Orange's discretion, and it is known that Orange's responsibility does not include direct and indirect harm caused to the subscriber other than what's mentioned above.

10. Orange undertakes to inform the Subscriber electronically or through any of the means/ available to Orange about any change in the address or phone numbers of Orange.

7. Conditions of using the Service by the Subscriber:

1. Orange may provide the Subscriber with a unique username and password to access the Service. The Subscriber shall not disclose same to any third party.
2. The Subscriber shall be fully responsible for and shall bear all charges, losses or damages whatsoever arising from any use or misuse of the account and/or username howsoever same may arise.
3. The Subscriber warrants that he/she shall not use the Service directly or indirectly:
 - a) for any unlawful purposes, including any breach of any regulations, or other criminal purposes or for transmitting or displaying any message or posting which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent, obscene or menacing character.
 - b) For causing any threat, harassment, annoyance, inconvenience or needless anxiety to any third party.

- c) for posting or transmitting any information or software which contain a virus, worm, or other harmful component.
 - d) To copy, upload, post, publish, transmit, reproduce, or distribute in any way or manner whatsoever, information, software, or other material which is protected by a copyright or other proprietary right or derivative works with respect thereto, without obtaining permission from the copyright owner.
4. The Subscriber shall be responsible for ensuring compatibility of the software provided for accessing the Service with any equipment used or owned (as the case may be) by the Subscriber.
 5. The Subscriber acknowledges that the Service may provide permanent access to the Internet and that his/her mobile device may remain connected to the Internet. The Subscriber agrees to take all necessary and appropriate measures to protect his/her data and/or software from, among other things, device viruses or intrusion of a third party for whatever reasons.
 6. The subscription contract, the Subscriber Identity Module and the mobile subscription number ascribed to the Subscriber are set for the personal using of the Subscriber and hence, he/she shall not assign, transfer them, selling or rent the Subscriber Identity Module or the Service without obtaining the prior consent of Orange in writing to that effect.
 7. The Subscriber Identity Module and the mobile subscription number shall be the exclusive property of Orange. Accordingly, the Subscriber shall in no case seek to modify or tamper the Subscriber Identity Module or the software, or to use it for fraudulent or in a misleading manner. In all circumstances, the Subscriber shall stand solely liable for any unauthorized use thereof.
 8. The Subscriber Identity Module shall only be used in authorized 5G/4G/3G+/2G mobile handset compatible with related network. Any contravention to this provision may cause an immediate inability of the subscriber's utilization of the Service.
 9. The Subscriber or his/her authorized representatives undertakes to inform Orange of any changes to the information related to the subscription, whether phone numbers or residential address, for the purpose of verifying the availability of the Service, otherwise the Subscriber shall bear any consequences resulting from that.
 10. Any request by the Subscriber for changes to the service shall be made through described procedures as described by Orange.

11. The Subscriber undertakes to use the Service through licensed devices or having the pre- approval of the commission. Any breach of this will result in the immediate consequence of not being able to use the Service, where the Subscriber bears any subsequences that may result from the use of devices not approved by the Commission.
12. The Subscriber undertakes not to use or allow using the Service for the purposes that violate security, public safety and/or morals, or in a manner that violates applicable laws and bylaws.

8. Disconnection of Service

1. The Service will be disconnected temporarily or permanently for security and general safety reasons or upon the use or attempt to use the Service fraudulently or in violation of public morality.
2. The Service will be stopped in the case that the Subscriber Identity Module is stolen or lost, then the Subscriber shall promptly notify Orange either by writing via the registered mail or through personal attendance at Orange, Orange should deactivate the Subscriber Identity Module and disconnect the Service. However, and without prejudice to the obligation of Subscriber's written notice to Orange, the Subscriber may call the customer care center to assure the fast action of disconnecting the Service considering that he/she shall bear the expenses of using the Service until disconnected, and he/she shall bear the additional costs set for issuing the replacement of Subscriber Identity Module. No reconnection fees will be applied.
3. The Service is stopped temporarily when there is technical failure, planned modification or maintenance of the system, provided to notify the Subscriber in advance of the planned ones; Orange will take all reasonable action to reconnect the Service considering that no reconnection fees will be applied.
4. The service could be stopped temporarily based on the Subscriber request, as the Subscriber has to notify Orange in writing and having to pay all his/her due amounts based on the agreement between the two parties.
5. Orange is entitled to stop / disconnect the Service immediately on a permanent or temporary basis in case of a written request by the security authorities and the judiciary or by the Commission, and in this case, Orange will not be responsible of any compensation for damages suffered by the Subscriber as a result.

6. Orange will disconnect the Service if the contract is terminated in accordance with article 9 below (The Term of Contract and validity).

9. Term of Contract and validity:

1. The contract comes into force from the date of signing Service Subscription Form for a minimum period of one year.
2. Without prejudice to the provisions of Article 9 / 1 above, the first term of this contract as described in the application form or offer details and be binding on the Subscriber, and renewed automatically for similar periods unless either party notifies the other party its desire to terminate the contract before thirty days from the expiry date of the contract. In all cases, all due amounts shall be settled.
3. The Subscriber may terminate the contract at any time, except provided otherwise, stating that all the due amounts and fees are paid up to the end of the contract term or its renewal term before the termination date provided that the Subscriber shall notify Orange 30 days before the date of termination.
4. The contract is allowed to be terminated during the remaining period of the contract term subject to written consent of the two parties.
5. Orange has the right to terminate the contract immediately in any of the following cases: -
 - a. Any information provided by the Subscriber proves to be fraudulent or erroneous.
 - b. The subscriber failed to pay any invoice in due time, as described in Article (5) clause (9) of these terms and conditions.
6. Orange has the right to terminate the contract automatically without any notification or warning the Subscriber in any of the following cases: -
 - a) The Subscriber breaches any of the terms of the Subscription Contract, and the provisions of the Telecommunications Law.
 - b) In case of bankruptcy or liquidation of Orange, and in case that liquidation was voluntary, Orange has to inform the Subscribers of its decision to perform liquidation, given that the liquidation procedures will not commence before the passage of two months from the date of informing Subscribers of the decision.
 - c) Orange license to operate the network is revoked or suspended by the Commission.

- d) In case of decease of Subscriber as an individual or in case of bankruptcy as a company unless otherwise agreed.
7. Orange has the right to terminate the contract if any information provided by the subscriber is incorrect and/or misleading and/or falsified, and failure by the Subscriber to rectify the situation within one week from being notified using the mean deemed appropriate by Orange.

10. Confidentiality

1. Orange is committed to maintaining the confidentiality of Subscriber information and not disclosing it, except that Subscriber agrees to be disclosed or that is disclosed in accordance with the written request by the security authorities and / or judicial order and / or upon a formal request from the Commission.
2. Orange has the right to contact the Subscriber by mail, telephone, email, short message service or other electronic messaging services informing about Orange products and other services associated with third party.
3. If the Subscriber does not require receiving information from Orange or any other third party in partnership with Orange, the Subscriber shall inform Orange of that through any of the available channels provided by Orange.
4. The Subscriber's name and telephone number will be included in the directory service unless the Subscriber explicitly request of not listing this information.
5. Orange will not be liable for any statement of disclosure of information related to the Subscriber that is caused as result of the Subscriber's use of the Service.

11. Services from Third Parties:

In the event that the Subscriber subscribes to any of the added services provided by a third party, and desire to charge the value and fees of his/her subscription to these services or applications by the monthly bill for the telecommunications service provided by Orange, the Subscriber acknowledges that:

- a) This added service/application is not related to the telecommunications services provided by Orange or its offers, and Orange does not bear any legal or moral responsibility for the content or nature of the service or any of its belongings and/or its dependencies, and the Subscriber acknowledges and

confirms that the subscription and use of these added services or applications is at the sole responsibility of the Subscriber.

- b) Orange will not be responsible in any way for customer service and/or receiving complaints and/or requests related to this service/application, and the Subscriber must contact the customer service center of this service/application, including complaints related to the mechanism and/or errors of subscribing to the service.

12. Limitation of liability

1. Considering the above, Orange shall not be liable to the Subscriber and/or any third party for any damages whatsoever, including any loss, or other incidental or consequential damages arising out of the Subscriber's use of the service, or liability to Subscriber use of the software, even if Orange or any of its authorized representatives has been advised of the possibility of such damages, or for any claim by any other party.
2. Orange warrants that it has no control over the information transmitted to or from the internet. Orange shall not be liable for the transmission or reception of information of whatever nature.
3. Orange shall not be liable for any expenses or damage of any interference or delay or failure in the Service beyond its control and / or its will. Orange will not also be liable for the lack of access to the Service due to lack of commitment by the Subscriber with the instructions issued by Orange, as well as Orange does not bear any responsibility to compensate the Subscriber for any loss or damage arising from his/her misuse of the Service.
4. In no event shall Orange or its employees, affiliates, agents, or the like be liable for:
 - a) Any loss of data whatsoever caused including without limitations, non-deliveries, misuses, mis-deliveries as a result of any interruption, suspension, or for the contents, accuracy or quality of information or resources available, received or transmitted through the Service.
 - b) Any direct or indirect loss, loss of business, revenue, profits or savings; wasted expenditure; corruption or destruction of data; or for any indirect or consequential loss whatever whether arising from negligence, breach of contract by the Subscriber.
 - c) Any indirect, incidental, special, or consequential damages, or loss of profits, revenue, data or use, by the Subscriber or any third party, even

- if Orange has been advised of the possibility of such damages.
- d) Orange shall not be liable for any error, omission, nor inaccuracy with respect to any information disclosed by the Subscriber.

13. Complaints and dispute resolution

1. Orange has to activate a phone number (1777) for Subscriber's services and complaints, and any complaint will be handled and responded within reasonable time, and in case a financial claim occurs or problems related to the level of service rendered, action shall be taken as quickly as possible to reimburse or charge any sums related to errors in invoices within a period no later than one month from date of complaint submitted by Subscriber. The concerned department or person in charge at Orange shall resolve it as quickly as possible. Orange has the right, according to its own procedures, to determine the written complaint mechanism by the Subscriber if needed.
2. This contract compels with the laws of Hashemite Kingdom of Jordan in force, and the Kingdom's courts is the authorized and assigned party to resolve with all disputes and disagreement that may occur over interpretation or execution of any of the terms and provisions stated in this contract, and also the Subscriber has the right to resort to the Commission on the assigned number for complaints (117000) in relation to the disputes that is related to the level of Service and/or for purposes to resolve any disagreement or dispute relative to any terms and provisions of this contract.
3. Orange commits to resolve all complaints submitted by the Subscriber, which are proven valid, taken into account the rights of both parties mentioned in the articles of this contract.

14. Territory

The Service is only intended for use in the Hashemite Kingdom of Jordan. Additional charges, including applicable roaming charges, shall apply for using the Service outside the territory.

15. Notifications

- a) Any notification in writing by Orange to the Subscriber and vice versa will be valid upon delivery to the address noted for both parties in the Subscription Form.

- b) Orange has the right to send the notification electronically or by fax to the Subscriber or sending it via SMS to the mobile number of the Subscriber, which is documented at Orange, and will be considered received by the Subscriber and valid from the first day after sending.
- c) Considering the provisions of the applicable legislation; Orange's advertisements in daily newspapers are considered a notification to the Subscriber.

16. This contract consists of (16) articles, including this article.