



ADSL Internet bundles (bitstream³) Service Terms and Conditions

ADSL: Asymmetric Digital Subscriber Line; an internet connectivity service, offered by Orange internet used to transmit high-bandwidth digital data over the existing telephone network without interruption of telephone calls. This service provides high downstream bandwidth to subscribers and a lower upstream bandwidth from subscribers to the network.

Article 1: Applicable General Terms and Conditions

1.1 The terms and conditions below have been issued by Orange internet, these terms and conditions approved by the TRC. Any modifications in these Terms and Conditions are subject to the TRC approval and considered valid after (30) days of announcement in the media or sending copy of the terms and conditions to the customer, unless the Customer has objected in written to the TRC or Orange internet within the 30 days.

1.2 These terms and conditions are issued in both languages, English and Arabic. In the event that conflict may exist, the Arabic version shall prevail.

1.3 The introduction of this contract considered as integral part of the contract.

Article 2: Interpretation

Within these Terms & Conditions, the following definitions shall apply:

- **Orange internet** : Jordan Data communication company Ltd Licensed by the TRC established according to the companies law no. 1 in 1989. It is registered in the Ministry of Trade and Industry under the no. 4278 on 1st February 1996.
- **Customer:** The Artificial or, juristic person or any delegated person who sign the application form of the service, after reading and agreeing on the terms and conditions.
- **TRC:** Telecommunications Regulatory Commission issued according to the telecom law no 13 for the year 1995 and its amendments.
- **Contract:** These terms and conditions, service price list, application form approved by the TRC.
- **Application Form:** The application filled by the customers containing information about the customer and the services.
- **Evaluation Form:** the form received by the customer , whereby the customer sign that the service has been installed successfully.
- **ADSL access service:** is a service providing connection to IP services through ADSL.
- **Telecommunication Law** : the telecommunication law no 13 for the year 1995 and its amendments
- **Force Majeure:** means exceptional circumstances that could not be expected nor prevented, that rendered impossible the performance of Orange Internet's obligation under the Contract.



Article 3: Service Description

3.1 These Terms & Conditions define the conditions under which Orange internet provides the Customer with the ADSL internet connectivity Service.

3.2 Orange internet requires ADSL Access Service.

3.3 ADSL allows download speeds ranging between (128 Kb/s and 2 Mb/s) and upload speed of (64 Kb/s and 512 Kb/s). All speeds offered in the market will be dependent on the speed of the ADSL access revise offered by orange fixed (JT).

3.4 The signature of both the Application Form (ADSL Application Form), and the service Acceptance form Report, indicates that the Customer accepts all of the conditions described below, and the information specified on the evaluation report, supplied to the Customer during the installation of the (ADSL) Service, is an integral part of the (ADSL) contract.

3.5 Customer will be assigned one username and password. Maintaining the confidentiality and safety of the username and password are the customer's sole responsibility.

3.6 Customer will be given three emails per ADSL account.

3.7 Customer shall use his/her own means (e.g. computer and telephone service to use the service)

3.8 IP address Orange internet provides the ADSL service with a dynamic IP address for several reasons not least to protect Customers against hacking if they reside on the internet too long with the same address.

3.9 Bandwidth guarantee and Volume Limitation

Internet is a packet routing network and does not provide end-to-end bandwidth guarantee. Therefore it would be irrelevant to guarantee bandwidth over the last mile when it is surely not guaranteed higher up in the world backbones interconnections.

3.10 If the customer exceeds the allowed download limitation his/ her ADSL speed will be decreased without any prior notice until the next month where he/she will has his original ADSL speed

Article 4: Service Access Conditions

4.1 In order to be connected to this service, the Customer must be:

- A subscriber to fixed Telephone Service(his line should be active)
- Located in one of the Coverage Areas.

4.2 The Customer recognises being informed that:

- Access to the (ADSL) Service is particularly adapted to certain types of computers and operating systems such as PCs running Windows 95 or Windows 98 or Windows XP, as well as subsequent versions.



Article 5: Contract Period

This contract is valid for a minimum one year for both the yearly plans and the monthly plans, as of date of signing the service acceptance form, which indicates the activation date of the service. The contract will be renewed automatically unless receiving written notification from the customer requesting to terminate the service, before 30 days from ending the contract period.

Article 6: Prices

The price of ADSL service is specified in the service Price List (Appendix A). This is broken down as follows:

- **Monthly or Yearly Subscription:** Billing starts when the ADSL username and password are used for the first time, which indicates service activation. The Customer shall pay in advance one month or one year depending on the payment term option that the customer choose upon subscription, to one of Orange internet field sales, or Orange shops or authorized banks or post offices, and other available means approved by Orange internet on the due date of the bill which is currently 30 days from date of bill issuance.
- **Sales taxes** or fees that Orange internet collects on behalf of the Government.
- Orange internet reserves the right to increase its prices according to the in force regulations issued by the TRC the new prices will be implemented one month after informing the customers by announcing the new prices in two local news papers. Orange internet has the right implement the decreased prices and fees immediate on the customers after informing the TRC.

Article 7: Quality of service

7.1 Orange internet established Customer Service number (06-4608888) for the internet service which operates on 24/7 basis.

7.2 Customers can send complaints to orange email address complaints@orange.jo. Orange will response to the email address within 5 working days from the date of receiving the complaint.

7.3 Orange internet customer service team will perform first level diagnoses and analyze the reason of fault. If the fault is related to Orange internet, then Orange internet shall restore the service to the normal state within **48** hours from the time of reporting the fault.

7.4 services Bandwidth speed is not guaranteed.

7.5 Orange internet guarantee the quality of the service provided according to the quality of the service instructions issued by the TRC.

7.6 If case of approving any financial claim related to mistakes of bill calculations or complaints related to the quality of the service provided, orange internet will take the proper action as soon as possible and will refund in case of mistakes of bill calculations within one month from the date of issuing the complaint, orange internet will receive the



customers complaints weather it is related to mistakes of bills calculations to the level of the service through Customer Services Center , and/ or orange shops.

7. 7 In case of faults or interruption of the service provided to the customer and the faults or the interruption related to internal reasons and in case the customer proof that the fault is related to orange internet except that the services was stooped for the maintenance and amendments and extending procedures done on the network ,the customer should be informed in advance of theses produces through the daily news papers ,in this case the customer reserves the right to claim for refunding the subscription fees of the service for the affected services proportionate to the length of time the problem existed , upon the customer request, and maximum for the monthly subscription fees.

Orange internet will not compensate on the following cases :

- A- If the customer did not register the fault.
- B- If the customer was the reason for delaying fixing the fault.
- C- If the fault was beyond the company control.

Article 8: Installation of the (ADSL) Service

8.1 The customer will be assigned one user name and password.

8.2 The customer is responsible for connecting the service by inserting the user name and password handed to him from orange internet.

8.3 The service will be delivered within 8-10 working days without obstacles, starting from the date of signing the application form

Article 9: Duties

9.1 Orange Internet duties

- Orange internet hereby undertakes to implement the means necessary for the correct operation of the (ADSL) Service up.
- Orange internet undertakes to keep the customer information confidential and shall not disclose any information excluding the information the customer agrees to disclose or for the information required to disclose by the security or administrative entity or by the TRC.

9.2 Customer's duties

- Pay all service charges, as shown in article 10.
- Not to use ADSL username & password before ADSL installation is ready, otherwise billing will start.
- The Customer hereby undertakes to inform Orange internet, in writing, of any change of the subscription information , Orange internet will not be liable if acted according to the provided information as far as Orange internet were not informed of these changes.



- The customer acknowledges that the use of the ADSL service shall be under his own responsibility and that the customer shall be liable for any direct ,omission, failure, Damages and/or losses resulted from the use of the service,
- The Customer is solely responsible for the adjustment of his computer's parameters to enable service access, in particular for the adjustment of the (ADSL) icon parameters. The Customer acknowledges having been informed that this configuration may be modified by incorrect handling, changing computers, changing operating systems or by reformatting the hard drive.
- It devolves upon the Customer to take all appropriate measures in order to protect his data and/or software from contamination by any viruses that may be circulating on the Internet or from hacking from the Internet and to perform an archive of the hard drive before and after implementation.
- The Customer undertakes to respect the law, and not to use the services in an illegal manner.

Article 10: Payment Terms

The charges of the service shall be invoiced by orange internet on monthly bases, for the monthly plan and on yearly bases for the yearly plan, and shall be payable by the customer within 30 days from the invoice date sent by mail or E-mail.

The charges for the service for the yearly plan shall be paid by the customer in advance for the whole year, and for the monthly plan payment should be for one month in advance.

Article 11: Suspension

Orange internet reserves the right to withhold the Service provided to the Customer in the following cases, in accordance with Article 58 of the Telecom law:-

- Delay of payment for the charges and fees due to Orange internet despite being notified in written, knowing that the invoice is considered a notification of the due amounts.
- The Customer committed any breach to any of these terms and conditions, caused significant damage to the network during his use, or has used the Telecommunications Services illegally, has violated public morals, the Customer shall notified before withholding the service.
- Hacking or an attempt to illegally use the data that circulates on the network caused by or originating with the connection with the Customer's workstation or extension,
- Hacking or an attempt to hack into the Orange internet's network equipment that are required to supply the (ADSL) Service caused by or originated through a connection with the Customer's workstation or extension.



- Marketing the service under any form whatsoever by a Customer to one or more third parties, or abusive use of the service, in particular, in cases of use of the service by several users without Orange internet's prior approval, the Customer shall notified before suspending the service.
- Waiver of the Service, either temporarily or permanently to a third party without Orange internet approval, the Customer shall be notified before suspending the service.
- If the bankruptcy of the Customer is declared , insolvency of the customer or the Customer's credit worthiness deteriorated and it was obvious that he will not pay his future liabilities toward Orange internet.
- If any of the submitted documents turned out not to be official, provided that the Customer didn't rectify his situation within a week from the notification date.
- In case of Orange internet bankruptcy or liquidation, withdrawing or cancelling its license.
- Technical fault , modifications or maintenance on the network, provided that the customer should be notified in advance wherease the service will be connected as soon as possibel with out paying the reconnection fees.
- upon wirtten request from the TRC or any security or juridical entity, in this case Orange inetrnet will not be responsibel to refund the customers for any harm caused by this withholding.
- In case of customer death if he was indiviual. Or his babkrucpty if he was acomany .

Article 12: Termination

12.1 Servcie Termination by Orange internet

- If for any of the above mentioned reasons the service was suspended, Orange internet has the right to termiante the contract after sending a written notification to the Customer.

12.2 Termination upon Customer request

- The Customer has the right to terminate the service after the minimum contract period; He shall also pay all his dues to Orange internet.
- If the Customer wishes to terminate the service during the minimum contract period, then he shall be committed to pay the monthly rental fees for the rest of the contractual period.

12.3 fixed line termination

- If the fixed line has been terminated for any reason, it means the ADSL line will be terminated as well.

Article 13: Account Settlement

Account Settlement by the Customer includes:

- In case proofing that there is billing faults, the proper procedures will be taken as soon as possible to refund the customer during one month from the date of issuing the complaint.

Article 14: Dispute resolution



Orange internet

This contract is subject to the in forced laws of the Kingdom. The Jordanian courts will be the competence in any dispute may arise in the interpretation or implementation to this contract, both parties has the right to refer to the TRC to solve any dispute related to the terms and conditions, services problem, or quality of the service or for breaching the license conditions.

Article 15: Liability

Orange internet shall use its best endeavours to ensure the good functioning of the Services. However Orange internet shall not be held responsible for any fault, breakdown or other occurrence outside its control and in particular shall not be responsible for any force majeure or any fault caused by a third party or by the acts or omissions of the Customer its servants, agents or independent contractors the customer will not be compensated for the service interruption or damage caused by the force *Majeure*.