

## Broadband Over Fiber Service Terms and Conditions

### Art. 1: General Terms and Conditions

1. The terms and conditions set out below have been issued by **Orange Fixed** pursuant to the Telecommunications Law No.13 for the year 1995 and its amendments, and to **Orange Fixed** License agreement and they are approved by the TRC. Any modifications on these Terms and Conditions are subject to the TRC approval and considered valid after (30) days of the announcement of these amendments or after sending a copy of them to the Subscriber, unless the Subscriber has objected to the TRC or **Orange Fixed** within this period.
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.
3. The Subscriber agrees that he has read, understood, and agreed on the terms and conditions when signing the Application Form.
4. The introduction of this Contract considered as integral part of the Contract

### Art. 2: Definition

Within these Terms & Conditions, the following definitions shall apply unless the context indicates otherwise. Words and expressions not defined below have the meanings assigned to them in the Telecommunications Law, the regulations and instructions issued pursuant thereto:

- **Orange Fixed:** Jordan Telecommunications Company a Jordanian company licensed by the TRC and established according to the companies law no. 22 for year 1997. It is registered in the Ministry of Industry and Trade under no. 320 on 8th Oct 1996 (referred hereinafter as "The Company").
- **Subscriber:** the natural , or juridical person or any delegated Person signing the Application Form after reading and agreeing on all terms and conditions hereafter.
- **TRC:** Telecommunications Regulatory Commission established in accordance to the Telecommunications Law No13 for the year 1995 and its Amendments.
- **Contract:** These terms and conditions, Booklet Tariff, Application Form and any other attachments, which governed the relation between both parties and accordingly the Subscriber is provided with the service.
- **Application Form:** it is the form attached to the Contract which contains information about the Subscriber and the Service requested, which is filled out by the Subscriber in order to obtain the Service.
- **Booklet Tariff:** any brochures or flyers issued by Orange Fixed and / or offers by Orange Fixed and show that contains fees, tariffs or any terms and conditions related to the offers provided by Orange Fixed.
- **Activation Date:** is the date of activating the service on **Orange Fixed's** technical systems and testing the service successfully on the Subscriber equipment.
- **Coverage Area:** areas where Orange Fixed can offer the Service

- **CPE**( Subscriber Premises Equipment): it is the device performing the interface between the access line and the internal network of the Subscriber.
- **IP (Internet Protocol)**: Is a network protocol that is used to transfer information across different communications networks helping these interconnected networks to work in a way that makes it look to users as a single network.
- **Internet Service** : A service provided by Orange Fixed that enables the Subscriber to access group of interconnected networks functioning around the world using the IP (Internet Protocol).
- **IP services**: services using technologies developed in the Internet world (network communication protocols, applications such as message handling, Web, etc.) to provide open Internet access solutions, enterprise communication, or the creation of virtual community networks.
- **Voice over Internet Protocol (VoIP)**: is a technology that enables voice services to be transported over a suitable data (IP) networks.
- **IPTV**: Internet Protocol TV service includes giving the Subscriber the chance to watch TV programs/channels through the Broadband Access Line( fiber) over IP.
- **Telecommunications Law**: the Telecommunication Law No.13 for the year 1995 and its amendments
- **Force Majeure**: It is the extraordinary incident that cannot be predicted and prevented, making the fulfillment of the commitment impossible to the extent that **Orange Fixed** is no longer able to meet its obligations set under this Contract, for example but not limited to accidents, acts of God, fire, war, earthquakes, volcanoes, terrorism and insurgency and siege that are beyond the control of **Orange Fixed** and the governmental decisions which make the fulfillment of the commitment becomes impossible.
- **The License**: The authorization granted by the TRC or the Contract or the agreement signed by the TRC and Orange Fixed to allow Orange Fixed to establish, operate and manage Public Telecommunications Services in accordance with the provisions of the Telecommunications Law and the regulations issued pursuant thereto.

### **Art. 3: Service Description**

Broadband over optical fiber is a service provided by Orange Fixed using high speed digital technology for data communication over fiber by which data communication and internet services are offered , with the possibility of providing other services such as Voice over Internet Protocol (VoIP) or IPTV (Internet Protocol Television) whether bundled or stand alone as it is offered by The Company

### **Art. 4: Service Access Conditions**

1. These Terms & Conditions define the conditions under which **Orange Fixed** provides the Subscriber with the Service for their own needs at the installation address specified in the Application Form.

2. To enable Orange Fixed to perform its commitment to provide the service, the Subscriber shall provide access for Orange Fixed employees or any authorized person by Orange fixed to the subscribers premises.
3. Providing the service to the Subscriber premises depends on several factors such as but not limited to; the requested service is within the coverage area, the availability of the needed equipment that supports the provision of service at the Subscriber premises that provided or approved by Orange Fixed, in addition to other technical, engineering and performance level, and coverage at Subscriber location.
4. Subscribing to additional services (VoIP and IPTV) when available requires an active Fiber Broadband service at the Subscriber premises.
5. Providing IPTV service includes the following :
  - a. Giving the subscriber the chance to watch TV programs/channels through the Broadband Access Fiber Line, which consists of some benefits based on the availability of the offers provided by Orange Fixed such as giving the Subscriber the access to watch live TV channels, in addition to the option of providing paid and encrypted TV channels for extra subscription fees. In addition to some optional services once provided by Orange Fixed i.e. video on demand, pay as you watch service, electronic programs guide, interactive services and advertising.
  - b. The band of the TV channels available to the Subscriber depends on the Subscriber request and the offer provided by Orange Fixed. The band of the TV channels provided by Orange Fixed might be modified from time to time.
  - c. The subscriber wishing to connect the IPTV to multiple TV devices at his premises, he must connect each TV to an STB (Set-Top-Box) and make the needed amendment to his/her subscription, paying the related monthly fees based on the Subscriber requirements.

#### **Art 5: Installation**

1. The installation of the service includes the installation of the CPE or any other equipment provided by The Company to run the service.
2. Orange Fixed will install the CPE at the network termination point.
3. The service installation by Orange Fixed consists of the following:
  - Provide and install the fiber to the nearest point inside the Subscriber premises (termination point).
  - Connect the fiber to the CPE provided to the Subscriber or to the CPE approved by Orange Fixed.
  - Adjust the CPE and test its functionality by the technical team.
  - In case the Subscriber premises is not equipped with the internal wiring for the fiber, then the service will be provided through a drop wire to the Subscriber premises,
4. The Subscriber or the person who delegates shall attend to complete the installation process. When the Installation procedure is completed, the customer shall confirm service delivery through recorded call from Orange Fixed. And in case the Subscriber did not answer or refused receiving the service, then the date of using the service for the first time will be considered as the date of service delivery and acceptance.
5. The subscription will be considered effective after installing the service and testing it successfully on the Subscriber's equipment even though the Subscriber was not able to use the Service due to reasons beyond the Company's control. Orange Fixed will not

hold any liability of any delay or failure in Service delivery caused by the Subscriber's equipment.

6. Billing will start from the date of Service activation.
7. Orange Fixed undertakes its best endeavor to activate the Services within two weeks from submitting the Application Form; **Orange Fixed** will not be responsible for any delay due to lack of readiness of the Subscriber or his premises.

#### **Art 6: Quality of Service**

1. **Orange Fixed** will do its best endeavor to offer this Service with the best possible quality available which enables the Subscriber to benefit from the Service and within its obligations as per its License granted to it by the TRC.
2. It's previously known to Subscriber that this service is a shared service and it will be provided upon Orange Fixed best efforts, thus the actual speed may vary where Orange Fixed does not guarantee the offered speed.
3. The Subscriber acknowledges that **Orange Fixed** will not be held responsible in any way for any variations, limitations or disconnection that may occur to the Service from time to time due to any Force Majeure or disconnection to the Service beyond the control of **Orange Fixed** or any action caused by a third party, and **Orange Fixed** shall also not be liable to compensate the Subscriber for any loss or damage resulting from the Subscriber misuse of the service. The Subscriber has no right neither to object upon this nor request compensation unless agreed otherwise.

#### **Art 7: Contract Term**

Under these Terms & Conditions, the Contract shall come into force as of signing the Application Form, and shall continue in force for a minimum period of (1) one year. Thereafter, the Contract shall be renewed automatically for additional same period, unless one of the parties informs the other in writing of its willingness to terminate the Contract before 30 days of the initial or renewed term.

#### **Art 8: Prices**

1. The Subscriber will be invoiced according to Booklet Tariff.
2. Once the Subscriber subscribes to the service, he/she has to pay in advance the subscription fees and any other added services' fees requested according to the tariffs set out by **Orange Fixed**.
3. **Orange Fixed** reserves the right upon signing the Contract to request refundable deposit for the services that are subscribed by the Subscriber, provided that the requested deposit does not exceed the expected amount of the subscriber's invoice for three months. **Orange Fixed** has the right to use the deposited amount to cover any expenses and/or wages and / or due Bills and /or unpaid fees for the remaining term for the contract.
4. **Orange Fixed** has the right to increase the fees and charges of the Service from time to time provided that such changes are published in two local newspapers at least one month prior to the implementation date of the new prices, provided that these new charges or prices will not exceed what is stated in the conditions of the License agreement, or the instructions and decisions issued by the TRC, unless the changes concern a decrease in the fees and/or charges, in this case, changes will take effect

immediately. In all cases, **Orange Fixed** shall inform the TRC of any changes it makes to those charges or prices.

5. The Subscriber shall pay all fees and taxes owed to the government agencies in the Kingdom and payable for the Service that **Orange Fixed** collects them on behalf of those entities.

## **Art 9: Payment Terms**

1. The Service will be invoiced on a monthly basis through a bill that includes the monthly subscription fees, added services and the traffic originated by Subscriber or based on the offers available in the market and as identified in the Tariff Booklet.
2. A detailed monthly bill in Arabic or English (according to the Subscriber's wish) will be sent to the Subscriber at the e-mail address provided by the Subscriber at the time of subscription, the Subscriber could be notified of the due amount of the bill through sending SMS to the Subscriber's mobile number confirmed to **Orange Fixed**, or through mail according to the Subscriber's request provided an extra fee that shall be paid by the Subscriber in accordance with the related legislations.
3. The Subscriber shall pay the entire due amount in 30 days from the date of issuing the bill.
4. The Subscriber has the right to object to any amount in his bill within 14 days from the Bill issuance date.
5. Orange Fixed records are considered acceptable evidence on the validity of the due amount unless the Subscriber proves otherwise.
6. In case the Subscriber terminates the Contract for any reason, Orange Fixed and after deduction of all due amounts will return the remaining balance of the deposit to the Subscriber within one month of termination date.

## **Art 10: Responsibilities & Commitments**

### **10.1 Orange Fixed responsibilities**

1. **Orange Fixed** commits to make every possible effort to reconnect the service in the event of any technical failure or in emergency situation or because of network adjustments or maintenance in reasonable period, **Orange Fixed** does not acknowledge any claims that the Service and / or the network is free of defects.
2. **Orange Fixed** commits to keep the Subscriber information confidential and not to disclose the Subscriber's information except for the information the Subscriber agrees to disclose or the information that are disclosed in accordance with the enforced regulations and legislations or upon the official request from the TRC or security or judicial authorities
3. Orange Fixed commits to repair faults that might occur on the service within a reasonable time in accordance to the obligations of its License terms and conditions granted to Orange Fixed..

4. In case of faults or interruption of the Service provided to the Subscriber by **Orange Fixed** and the faults or the interruption resulted from **Orange Fixed's** internal reasons - excluding the cases when the Service is stopped for reasons of maintenance, modifications or expansions on the network, provided that the Subscriber is notified in advance by any appropriate mean of the planned works on the network-, in this case the Subscriber reserves the right to claim for refunding of the subscription fees of the affected services proportionate to the length of time the problem existed to the monthly subscription fees ( the value of the monthly subscription fee at maximum) or through extra free minutes or extra capacities or as agreed between parties, provided that the interruption shall not be less than 5 working days.

**Orange Fixed** will not compensate the Subscriber on the following cases :

- If the Subscriber did not register the fault.
  - If the Subscriber was the reason for the delay in fixing the fault.
  - If the fault was beyond **Orange Fixed** control or as a result of a third party in relation to the service provision.
5. **Orange Fixed** commits to inform the Subscriber of any change in address or telephone numbers by any mean that it sees appropriate.

## **10.2 Subscriber responsibilities**

- a. The Subscriber commits to pay all due amounts of the Service due charges and bills at or before its due dates.
- b. The Subscriber is considered the only person responsible for using the Service. Any connection or transmission of data within the use of this Service will be deemed to be made by the Subscriber himself and under his exclusive responsibility.
- c. The Subscriber is solely responsible, for the Modem or any other equipment owned by **Orange Fixed**, and must not add to, modify or allow anyone else (other than some authorized personnel by **Orange Fixed**) to do so. The Subscriber shall be liable to **Orange Fixed** for any damages or loss caused to any equipment installed at his premises.
- d. The **Subscriber** hereby undertakes to inform **Orange Fixed** immediately in writing of any changes to the information provided when applying for the Service, and **Orange Fixed** will not be responsible in case it utilizes the information provided by the Subscriber that has not been modified.
- e. The Subscriber is solely responsible for the use of the Service and responsible for any direct or indirect, material or immaterial fault, damage, ruin, or omission due to the misuse of the service caused by himself or by one of his agents to **Orange Fixed** or to a third party due to their use of the Service.
- f. The Subscriber must ensure that any equipment, which is linked with the Service, is technically compatible with the Service and approved for the purpose under any relevant legislation.
- g. The Subscriber shall not, without **Orange Fixed's** prior written consent reassign, lease, resell or share the service with any third party
- h. The Subscriber is responsible for providing security systems related to his own systems for the protection from hacking or illegal usage by any party, he is also responsible for the protection of 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.
- i. The Subscriber is responsible for the security and proper use of user's ID and password used in connection with the Service (including changing passwords on regular basis).

- Subscriber also must take all necessary steps to ensure that they are protected , secured, used properly and not disclosed to unauthorized person
- j. The Subscriber undertakes not to use the Service or allow the use of the Service for any purpose that disturbs the public security , safety, public morals or in any way violates the legislations in force.
  - k. The Subscriber shall provide Orange Fixed with the detailed information about the address by which he/she wishes to receive assistance by the concerned authorities in cases of emergency (ambulance, civil defense, public security, etc.).
  - l. The Subscriber undertakes to use the Service by licensed equipment or holding prior approvals of the TRC. Any breach of this will result in immediate suspension of the Service.

#### **Art 11: Service Suspension**

**Orange Fixed** reserves the right to suspend the Service provided to the Subscriber in the following cases:

1. In case of delay of payment of the due charges and fees to Orange Fixed, after 30 days from the date of bill issuance .
2. In case the Subscriber breaches any of these Terms and Conditions.
3. In case the Subscriber inflicts any damage to the network while using this Service.
4. In case of the Subscriber conducts hacking, or attempting to hack equipment that are required to supply the Service, caused by or originating from the Subscriber's workstations or extensions, or hacking or an attempt to illegally use the data that circulates on the network caused by or originating with the connection with the Subscriber's workstation or extensions.
5. In case of marketing or selling the Service under any form whatsoever by the Subscriber to a third parties without obtaining **Orange Fixed** prior approval.
6. In case of waiving the Service, either temporarily or permanently to a third Party without obtaining **Orange Fixed** approval.
7. In case of declaring the bankruptcy of the Subscriber or the Subscriber's credit worthiness deteriorates in a way that he will not be able to pay his dues toward **Orange Fixed**.
8. For security reasons and for public safety reasons, or in case the Subscriber uses or tries to use the Service in a way that contradicts with the legislations in force, or for fraud or violates public morals.
9. In case of maintenance or modifications on the system with prior notification , thus the Service shall be reconnected as soon as possible and no reconnection fees will be applied.
10. **Orange Fixed** has the right to immediately suspend the Service permanently or temporarily in case of a written request by the security authorities or the judiciary or by the TRC, and in this case **Orange Fixed** shall not be responsible of any compensation for the damages suffered by the Subscriber as a result of this.

## Art 12: Termination

**Orange Fixed** has the right to terminate the Contract automatically without any notification or warning to the Subscriber in the following cases:

1. In case of death of the Subscriber, or declaring the bankruptcy of the Subscriber if it is a company or the Subscriber's credit worthiness deteriorates in a way that he will not be able to pay his dues toward **Orange Fixed**, provided that **Orange Fixed** must be notified in case of liquidation or bankruptcy.
2. If the Subscriber didn't pay all due amounts after the suspension of service due to non-payment within 14 days from the suspension date.
3. In case of bankruptcy or liquidation of **Orange Fixed** or the cancellation of its License issued to it by the TRC or its successors. In case the liquidation was optionally by **Orange Fixed**, **Orange Fixed** is obliged to inform the Subscribers within two month period from the liquidation date.
4. When Subscriber breaches any article of these Terms and Conditions and/or breaches the applicable Telecommunications Law.
5. In case of the Subscriber submitting any documents which turn out to be unofficial /incorrect, misleading or fraudulent provided that the Subscriber did not rectify his situation within a week from the notification date.
6. In case of the Subscriber conducts hacking, or an attempt to illegally use the service.
7. In case of the Subscriber conducts hacking, attempt to hack or an attempt to illegally use the data circulating in the network caused by or originating with the connection with the Subscriber's workstations or exchange.
8. In case of the service suspension due to articles 11/4 to 11/8 stated in the above Suspension article, Orange Fixed has the right to terminate the contract after seven days starting from the date of suspension.
9. Termination of Service upon Subscriber's request:  
The Subscriber has the right to terminate the contract at any time unless stated otherwise in the Contract, where the Subscriber shall be committed to pay all the monthly fees for the remaining initial or renewed period of the contract term/duration.
10. In all cases mentioned in this Article 12 above, the Subscriber shall return all Service equipment to **Orange Fixed** in good status within 7 working days from notification date or termination date. After the elapse of the 7 working days period, **Orange Fixed** shall have the right to charge the Subscriber the price of Orange Fixed equipment if not returned within the previously mentioned period.

## Art 13: Account Settlement

Account Settlement by the Subscriber includes:

- Settlement of all due amounts to **Orange Fixed**.
- Wrong billing in favor to **Orange Fixed**.
- Wrong billing in favor to Subscriber, the credit will be reflected in the next bill.
- Orange Fixed will refund the deposited amount to the Subscriber after having collected the whole due amounts, within one month after the Contract termination.

#### **Art 14: Complaints and Dispute Resolution**

1. Number 1214 is allocated for complaints and Customer care' service, Orange Fixed will follow and respond to any complaint submitted by the Subscriber as soon as possible. In the event of proven financial claim or problems related to the level of Service provided, actions will be taken to refund any amounts related to billing mistakes within one month period maximum from the complaint submission date. **Orange Fixed** will receive the complaint(s) submitted by the subscribers where the concerned department/person at Orange Fixed will take the necessary actions to solve such problems as soon as possible.
2. This contract and its terms comply with the applicable enforced laws of the Hashemite Kingdom of Jordan, and the Kingdom's courts shall be the authorized and assigned party to deal with all disputes that may occur over interpretation or execution of any of the terms and provisions stated in this Contract, and also it is the right of the Subscriber to refer to the TRC on its free number 117000 or any other assigned number, for the purpose of resolving any disagreement or dispute in relation to any terms and provisions of this contract or in relation to the disputes that are related to the level or type of the provided Service.

#### **Art 15: Limitation of Liability**

**Orange Fixed** has no liability on the following cases:

1. **Orange Fixed** shall not be held responsible for any fault, breakdown or other occurrence beyond 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 Subscriber, his employees, agents or independent contractors.
2. In the event of failure or incompatibility of the Subscriber's equipment with the connected equipment of the Service provided by **Orange Fixed**.
3. In the event of any use of the Service that is not in accordance with the Contract Terms and Conditions, or the Jordanian legislation.
4. In the event of hacking or fraudulent use of the Service by the Subscriber or by a third party, which affects the Service supply that caused by the Subscriber's equipment.
5. **Orange Fixed** is not responsible in front of the Subscriber or any third party for the content of the service, nor is responsible for any material or moral losses for those viewing them accordingly.
6. **Orange Fixed** shall not liable for any expenses or damages arising from any interference or delay or failure in the Service beyond its control and / or its well. Orange Fixed will also not be responsible for lack of accessibility to the Service due to lack of commitment by the Subscriber with the instructions issued by Orange Fixed, as well as Orange Fixed shall not assume any responsibility for compensating the Subscriber for any loss or damage arising from his/her misuse of the Service.

#### **Art 16: Notifications**

1. Any notification in writing by **Orange Fixed** to the Subscriber and vice versa will be valid upon delivery to the address noted for both parties in the Application Form

2. **Orange Fixed** 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 available at **Orange Fixed** records will be considered received by the Subscriber and valid from the first day after sending
3. Orange Fixed announcements through daily newspapers are considered valid notification to Subscriber.