

Terms and conditions

- 1) The terms and conditions below have been issued by Jordan telecom according to the Telecommunications Law no.13 for the year 1995 and its amendments, and to Jordan telecom license agreement that is 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, unless the customer has objected to the TRC or JT 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.

1- Definitions:

The following terms shall have the following meanings assigned to them hereunder unless context otherwise requires:

Basic Public Telephone Service :means the Telecommunications Services comprising technical features which are the minimum necessary to allow the establishing of a telephony channel capable of allowing customers to make and receive local , national , mobile and international calls supporting speech , facsimile and data communications.

Jordan telecom : Jordan telecommunications company established according to the companies law no. 1 in 1989. It is registered in the Ministry of Industry and Trade under the no. 320 on 8th Oct 1996, and referred to as "Jordan telecom" herewith.

Customer: Any "Person" who contracts with Jordan telecom for obtaining the Service.

TRC: Telecommunications Regulatory Commission.

PTTN: Public Telecommunications Transport Network in Jordan owned by Jordan telecom for Introducing Service to the Customer.

Network Termination Point "Connection Point" : The Connection Point where the PTTN is connected to the subscriber's internal distribution network.

Premises: The place to which the Service is provided through the connection point according to the Rental contract , title deed of the premises or the commercial registration document attached to the application form

Governorate: Geographical area, within Jordan. It is one of the twelve regions into which Jordan is divided according to the administrative divisions defined in the administrative formation system of the Kingdom.

Local Call: A call made by the customer within the Governorate.

National Call: A call made by the Customer from one Governorate to another.

International Call: A call made by the Customer from inside the Kingdom to the outside world.

Mobile Call: A call made by the Customer from fixed telephone to mobile phone .

Internet Call: A call made by the Customer from fixed telephone in order to access licensed Internet service provider in Jordan.

Mail address: Address defined by the customer to receive bills or correspondences.

Contract: These terms and conditions, service price list, application form and other attachments, approved by TRC, if any.

2) Contractual Documents

a. The contractual documents relevant to the Basic Public Telephone Service offered by Jordan telecom are as follows:

1. The application form residential/non residential
2. These terms and conditions
3. Service tariff approved by the TRC, as in Annex (A) attached.

b. Documents provided by Customer :

1. Customer ID (with National Number included).
2. Family Registration Book.
3. Passport for non Jordanians or temporary Jordanian passport.
4. Rental contract or title deed of the premises to which the service will be offered.

c. Additional documents provided by non- residential Customers :

1. Commercial Register
2. Trade License.

3) Service Provision:

1. Service is provided according to a service contract signed by the Customer or any other person legally authorized by him in writing, after paying all fees and charges mentioned in the applied Prices and Tariffs list.

2. Jordan telecom shall deliver the service within 10 days from filing the Application Form to Jordan telecom.

3. The minimum contract period is twelve months starting from the date of service provision, after which the contract becomes a monthly contract, renewed automatically.

4. The Customer may request the Service for a temporarily period (less than the minimum contract period), but he shall pay all the fees and charges for a year, upon service provision.

5. It is the responsibility of the Customer to rent additional exchange lines and /or other services in case that Jordan telecom proved that the traffic generated/received by such Customer is beyond the capability of the working lines being utilized, or if customer wishes to send/receive larger traffic than the capacity of regular lines.

6. As for the ancillary (supplementary) services provided by Jordan telecom listed in the application form, these services are activated, modified, or cancelled (except of non payment) upon customer request directly on the CCBS (Customer Care & Billing System).

4) Service Withhold:

a) Jordan telecom reserves the right to withhold the Service provided to the Customer contracted in the following cases, in accordance with Article 58 of the telecom law:-

1. Delay of payment for the charges and fees due to Jordan telecom in accordance with this service contract, it (Service) shall be partially withheld (receive only) for at least 7 days. Unless the Customer settles all the accounts payable during the partial withheld period, service will be completely withheld (no send , no receive) for at least another 7 days.
 2. Upon TRC approval, in case of resell, rent or trade in telecommunications equipment or/and service without the approval of Jordan telecom and TRC, the customer may be notified after withholding the service.
 3. Using the Service for harassment, according to the procedures set by TRC in coordination with Jordan telecom.
 4. If the Customer committed any breach to any of these terms and conditions, and didn't rectify his situation despite being notified in writing.
 5. Caused significant damage to the network during his use.
 6. Has used the Telecommunications Services illegally, has violated public morals.
 7. Waiver of the Service, either temporarily or permanently to a third party without Jordan telecom approval, and didn't rectify his situation within a week, despite being notified in written.
 8. If the bankruptcy of the Customer is declared or the customer's credit worthiness deteriorated and it was obvious that he will not pay his future liabilities toward Jordan Telecom.
 9. 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. (if possible)
- b) Jordan telecom shall send a written notification to the Customer, after at least 7days from the date of withholding the service completely, to pay all fees and due amounts in addition to the service reconnection fees.

c) The Customer has the right to temporarily withhold the service, by applying at the Customer Service Centers, and after paying all due amounts and fees mentioned in the applied Prices and Tariffs list.

5) Termination of the Service Contract by the Customer:

1. The Customer has the right to terminate the service during the minimum contract period (12 months), upon his request, provided that he applies at least two weeks in advance. In this case, the Customer shall pay all due amounts, fees and the monthly subscription fees till the end of the minimum contract period (12 months), and Jordan telecom will pay the deposit fees after one month from the Contract termination date.

2. The Customer has the right to terminate the service after the minimum contract period (12 months), upon his request. After the deduction of all outstanding amounts, fees and charges, Jordan telecom will pay the deposit fees after one month from the Contract termination date.

3. The Customer has the right to cancel the termination request within one month from filing the service termination request, with no added charges.

6) Cancellation of the Service Contract by Jordan telecom:

Jordan telecom reserves the right to cancel the Service Contract in the following cases:

1. If the Customer has not paid all due charges and fees payable to Jordan telecom within at least 30 days from the date of notification letter. Afterwards the customer's number will be free, and could be given to any other subscriber. If the Customer wishes to restore the service, he shall file a new service application and pay all the amount due to Jordan Telecom for the previous services. In case Jordan Telecom revealed in the future that this Customer fraudulently obtained any service, Jordan Telecom is not obliged to notify the Customer before withholding or canceling the service
2. If the Customer transferred the Service to another location and/or changed the connection point without Jordan telecom approval or supplied a branch of the line outside the premises determined in the title deed or the rental contract attached to the application form.
3. If the Customer waived the Service to a third party without Jordan telecom approval, given that the situation has not been corrected within 30 days from the complete Service withhold date.
4. If the Customer's bankruptcy is declared or the customer's credit worthiness deteriorated and it was obvious that he will not pay his future liabilities toward Jordan Telecom.
5. If the Customer re-committed a breach to the terms and conditions of this contract, despite receiving written warnings and the situation has not been corrected within 30 days from the written warning date.

7) Prices and Tariffs:

1. Jordan telecom reserves the right to collect installation and deposit fees in advance before providing the service, in accordance with the applied Prices & Tariffs List approved by TRC.
2. The Customer shall pay all the amounts specified in his bill on the due date as mentioned in the bill, which is currently 28 days from the issuance date.
3. Jordan telecom may request a deposit to be credited to a Customer account, that exceeds the deposit in the Prices & Tariffs List. Provided that in no circumstances may such deposits exceed the charges reasonably anticipated to be incurred by the Customer within a three(3) month period.
4. If the Customer's due amount exceeds the deposit fees, then JT has the right to ask for a higher deposit and notify the Customer to settle the due amount to JT.
5. The invoice rendered to the Customer is considered final and sufficient evidence for the charges and fees to be paid by the customer, without prejudice to the Customer's right to object to the service bill. Provided that the bill is considered to be a proof of the outstanding amount to be paid by the Customer in case he did not object within 30 days of the date of issuance.
6. Jordan telecom reserves the right to amend the service charges, upon TRC approval and after announcing these amendments to the Customers through the media, 30 days before applying these new service charges.
7. Jordan telecom Customers are obliged to pay due fees & taxes of telecom services which are being collected by Jordan telecom on behalf of the Government.

8) Liability:

1. Jordan telecom shall not be Liable to the Customer for the damages or otherwise for any delay in providing or restoring the service, or for the loss or damage of customer's possessions caused by the interruption or disconnection of the service, as long as such event is beyond Jordan telecom control.

2. Jordan telecom shall be liable to safeguard the security of the Customer's information according to the amended Telecommunications Law no 13 of 1995, except for the circumstances where there are legislations which oblige Jordan telecom to reveal certain information.

3. The whole PTTN, up to the connection point, is owned by Jordan telecom. Customer contract gives the Customer/Customers no right of ownership.

4. Jordan telecom shall not be liable to any information disclosed by it's Customers, or to any damages caused by them to any other party, or for any other reason which is out of Jordan Telecom Control.

5. Jordan Telecom has the right to inquire about the credit worthiness of the customers, and commits to protect the confidentiality of such info and not to use it for commercial purposes or for abusing the Customers , provided that no such info will be given to any third party that is not legally entitled.

9) Information and Complaints:**1. Information:**

- a- Jordan telecom shall provide a **Directory Information Service (DIS)** for all its Customers and in accordance with the arrangements approved by TRC.
- b- Jordan telecom shall answer the Customers' calls, within 15 seconds at most.
- c- Jordan telecom is committed to provide paper telephone directory to all Customers requesting such directory, according to certain arrangements approved by TRC.

2. Complaints:

- a- Jordan telecom is committed to provide a high quality service to its customers.
- b- Jordan telecom is committed to receive all customer's complaints by announcing telephone numbers dedicated for the reception of the Customers' complaints, for billing errors, faults, or harassments complaints in fulfillment of the license agreement. Also Jordan telecom is committed to provide an alternative number in case of faults affecting the automatic numbers
- c- Jordan telecom is committed to receive all Customers' complaints, either those related to billing errors, faults or harassment complaints, through the Customers Service Centers, Call Center, Customer Care Dept.
- d- In case the Customer is not satisfied with Jordan telecom response to his complaint, the Customer may resort to the TRC on the below address or to the court.

Telecommunication Regulatory Commission

Tel: (962) 6 5862020

Fax (962) 6 5863641

E mail : trc@trc.gov.jo

3. Procedure for filling a complaint:**1. Filling technical complaints:**

- a- Customer calls the free number assigned for complaints and faults.
- b- Jordan Telecom front desk registers complaint on Customer Care & Billing System (CCBS) .
- c- Jordan Telecom front desk tests the complaint in the technical complaint section
- d- Jordan Telecom front desk dispatches faulty lines to technical department
- e- Faults shall be cleared in 48 hours at most, without prejudice to JT License agreement/ appendix no.4/ attachment no.1.

2. Filling financial complaints:

- a- The Customer registers a complaint about his bill at the Customer Service Centers (CSC), within at most 1 month of the bill issuance date.
- b- The CSC registers the complaint on the Customer Care & Billing System (CCBS) and sends the complaint by e-mail or fax to the Financial Complaint (FC). And provide the customer with a copy of the registered complaint.
- c- The FC studies the complaint and the result is reflected on CCBS.
- d- Financial complaints are resolved within 30 days, starting from the registration date.

10) General Conditions:

- 1. Jordan telecom is committed to provide the service within 10 days from filing the application and according to the technical availability.
- 2. Jordan telecom reserves the right to change any equipment or any part of the PTTN at any time arising from the necessity of the Service provisioning. However, Jordan telecom shall notify the Customers with these changes in advance within a sufficient period.
- 3. Jordan telecom does not provide Service at the same premises (residential or non-residential) to any member of the Customer's family who is sharing that premises with the Customer, or Customer's partners in the non-residential contract unless the Customer pays all the outstanding fees and charges payable to Jordan telecom.
- 4. Jordan telecom reserves its right to change or adjust the telephone numbers of the Customers whenever this is necessary, and this adjustment is subject to

TRC approval and in accordance to the National Numbering Plan which is approved by TRC.

5. Jordan telecom reserves its right to claim all due amounts and fees not settled by the Customer judicially.
6. In case the Customer applied for Service provision or for Service transfer, the Customer is committed to pay due amounts (approved by TRC) to Jordan telecom within a maximum period of 30 days from the date of being notified. If the Customer failed to pay due amounts to Jordan telecom during the above mentioned period, the application shall be considered invalid.
7. Copy of these terms and conditions shall be given to the customer which he shall acknowledge and agree by signing them. This contract shall be valid from the date of signature for all new customers, as for existing Customers, it shall be valid after 30 of announcing these terms and conditions via the media or delivery of a hard copy to the customer whichever comes first, unless the Customer has objected to the TRC or JT within this period.

11) Refunds and Rebates:

The Customer is compensated for billing errors and service problems according to a detailed compensation scheme prepared by Jordan telecom after being approved by TRC.